Salamantex GmbH
GENERAL TERMS & CONDITIONS OF CONTRACT
for the purchase of cryptocurrencies
using the "Crypto Payment Service" software

1. Introductory remarks and scope of application

1.1 Salamantex GmbH ("**Salamantex**") has concluded an overall contract ("**overall contract**") with licensees of its "Crypto Payment Service" software system ("**licensee**"); a constituent part of the overall contract is these general terms & conditions of contract for the purchase of cryptocurrencies ("**GTC**") by Salamantex.

1.2 These GTC apply to all contracts involving the purchase of cryptocurrency units ("**cryptocurrency/ies**") from licensees by Salamantex that are initiated through the "Crypto Payment Service" software system ("**system**").

1.3 Any deviating or additional conditions on the part of the licensee shall only apply if Salamantex has expressly agreed to them in writing.

1.4 These GTC and the offer to purchase cryptocurrencies are directed solely at entrepreneurs within the meaning of the Consumer Protection ACT (KSchG) and not at consumers. Consumer protection regulations - and in particular the KSchG and the Online & Distance Selling Act (FAGG) - do therefore not apply to this contractual relationship.

2. Subject of the Contract

2.1 The subject of the contract is the acquisition of the cryptocurrencies offered for purchase by the licensee to Salamantex.

3. Contract formation

3.1 The licensee is using the system to offer a payment facility for goods/services using cryptocurrencies to the licensee's customers ("**customers**") and to be able to monitor them.

3.2 Prior to initiating the payment process in the system, the licensee can decide not to hold the cryptocurrency used by the customer to pay for the goods/services, but to propose that Salamantex buys the cryptocurrency once the transfer by the customer is completed.

3.3 By selecting the option *"FIAT sale"* when entering a customer payment in the system, the licensee is proposing the formation of a contract with Salamantex covering the purchase of the cryptocurrency transferred by the customer for a product/service, on the basis of these GTC.

3.4 The purchase price for the cryptocurrency shown in the system equates to the euro purchase price for the product/service acquired by the customer (**"purchase price"**).

3.5 The purchase contract between the licensee and Salamantex is formed when the cryptocurrency used by the customer to pay for the product/service from the licensee is transferred to the Salamantex wallet.

3.6 The confirmation that the contract has been formed and the information about the transfer of the cryptocurrency are displayed in the system. The licensee must ensure that the email address held by Salamantex is correct and that there is no technical obstacle to receiving emails, in particular that emails will not be held up by a spam filter.

4. Procedure

4.1 Having selected *"Sell for FIAT"* in the systems settings (point 3.2) and having concluded a cryptocurrency payment transaction between the licensee and the licensee's customer through the transfer of the cryptocurrency from the customer's wallet, the cryptocurrency is automatically allocated to the Salamantex wallet and simultaneously a corresponding euro-denominated receivable is entered in the system for the licensee.

4.2 The service charge payable to Salamantex in accordance with the overall contract is subsequently settled against this euro-denominated receivable and the remaining amount is automatically paid out at a predetermined time, which has been set by the licensee and entered in the system, to the licensee's bank account, thereby discharging Salamantex of its obligations with respect to the purchase transaction in question.

4.3 Any fees or charges from banks in conjunction with the transfer of the purchase price to the licensee are to be borne by the licensee.

4.4 The transfer of the cryptocurrency to Salamantex is complete as soon as the transaction is visible in the crypto-network in question and is shown in the Salamantex system as having been accepted.

4.5 Salamantex has no influence on when confirmations are posted in the crypto-network in question.

4.6 The licensee is precluded from offsetting and asserting a right of retention.

5. Warranties and risk distribution

5.1 The licensee warrants that the cryptocurrencies sold to Salamantex are owned by the licensee, are available exclusively for the licensee to use or dispose of and are not encumbered by any rights of third parties.

5.2 The licensee is aware that there are risks inherent in the architecture of cryptocurrency networks which can lead to transactions failing to be executed or there being faults in the execution. Accordingly, the licensee and Salamantex agree that each party, as a matter of principle, bears the risk of loss in the domain in which the cryptocurrency was last held and could be disposed of. "Domain" here is taken to mean when/where one of the parties held the cryptocurrency in a wallet and was in fact able to dispose of it and carry out transactions with it.

5.3 If the loss of a cryptocurrency is down to the incorrect entering of the wallet address by one of the parties, that loss will be ascribed to their own sphere of risk.

6. Liability

6.1 Where a purchase contract has been formed with a licensee, Salamantex is liable solely for direct and foreseeable damages that the licensee can prove have been sustained, and which were caused by gross negligence or intent on the part of Salamantex. Salamantex is not liable for indirect damages, loss of profits, interest, indirect or missed savings, consequential losses and losses resulting from claims of third parties, or for damages resulting from force majeure, unforeseen events, network/systems failure, computer downtime, incorrect, delayed, manipulated or improper data transfer or third-party criminal activity, provided there are no imperative legal provisions to the contrary. These restrictions on liability do not, however, apply in the case of remedying personal injury.

6.2 Any claims by the licensee against Salamantex as a result of or in conjunction with this contractual relationship will expire by limitation within six months of contract formation.

7. Data protection

7.1 Salamantex collects and processes personal data relating to the licensee as part of the processing of purchase contracts for cryptocurrencies, and in accordance with the applicable data protection regulations.

7.2 The processing of this data is executed in conjunction with contract performance and in compliance with statutory regulations. Moreover, the processing of the personal data is necessary to safeguard the legitimate interest of Salamantex within the meaning of Art. 6(1)(F) General Data Protection Regulation (DSGVO).

7.3 Salamantex only stores personal data for as long as is necessary to fulfil this purpose and is permitted under current law. The processing of personal data will continue for as long as there is a statutory retention period and/or any rights under law have not expired by limitation.

7.4 Further information on data protection can be found in Salamantex's Privacy Statement, which can be viewed on the Salamantex website.

8. Closing provisions

8.1 The agreed place of fulfilment is the Salamantex headquarters.

8.2 In the case of any disputes arising out of these GTC and a contract between Salamantex and the licensee, the place of jurisdiction shall be exclusively the Austrian court with responsibility for the subject matter in the locality in which Salamantex is headquartered. Salamantex is, however, entitled to bring claims against the licensee before another court in Austria or abroad within whose catchment area the licensee has its headquarters, a branch office or asset base.

8.3 Substantive Austrian law shall apply exclusively to these GTC and to contracts between Salamantex and the licensee, and all conflict of law rules (e.g. Rome Convention (EVÜ), Rome I regulation (ROM I-VO)) and the UN Sales Law shall be excluded.

8.4 Should one of the clauses in these GTC be invalid, the clause shall be replaced by a valid clause that comes as close as possible to the business intent of the original clause. All other clauses in these GTC retain their validity. The same applies by analogy for any contractual gaps.