



General Terms and Conditions

I.

Basic provisions

1. These general business conditions (hereinafter "business conditions") are issued in accordance with § 1751 et seq. Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code") of companies

FABA CAPITAL a.s.

registered office Varšavská 715/36, Vinohrady, 120 00 Prague 2

ID: 099 49 411

represented by Robert Arthur Pierug, Member of the Management Board

entered in the Commercial Register by the Municipal Court in Prague, file no. No. B 26115

contact information:

e-mail: hello@fabacapital.com

web: www.fabacapital.com (hereinafter the "**Website**")
(hereinafter the "**Company**")

2. These terms and conditions govern the mutual rights and obligations of the Company and the natural or legal person who enters into a partnership agreement with the Company (hereinafter the "**Partner**").
3. The provisions of the terms and conditions are an integral part of the partnership agreement. Deviating provisions in the Partnership Agreement (the "Agreement") take precedence over the provisions of these Terms and Conditions.
4. These terms and conditions and the Agreement are concluded in the Czech language.

II.

User account

1. Based on the Partner registering on the On-line system of the Company on the Website at the internet address <https://office.fabacapital.com/> (hereinafter the "**On-line system**"), the Partner may access his user (customer) account (hereinafter "**User account**").
2. To properly register the User Account, the Partner must:



- a) fill in the electronic form with the personal data below and send it to the Company,
- b) verify the correctness of the entered e-mail by sending an automatic e-mail to the specified e-mail with a link through which the User Account is activated,

(hereinafter "**Registration**").

3. After Registration, the Partner is entitled through his User Account:
 - enter into an agreement. The Partner cannot conclude an Agreement without Registering the User Account,
 - change the personal data,
 - change the password,
 - delete the account
 - log out of the User Account.
4. When registering in the User Account and concluding an Agreement, the Partner must state all the data correctly and truthfully. The Partner must immediately update the data in the User Account if it changes. The data provided by the Partner in the User Account is considered correct by the Company.
5. The Partner, if a natural person, must state, or communicate the following personal data:
 - name and surname,
 - birth date,
 - permanent residence,
 - contact telephone number,
 - contact e-mail address
 - the International Bank Account Number of the Partner, the so-called IBAN (International Bank Account Number),
 - international identification code of the Partner's bank, so-called SWIFT / BIC,
 - an indication of whether the Agreement has been concluded and the Partner's Deposit made as part of the Partner's business activities.
6. The partner, if a legal entity, must state, or communicate the following personal data:
 - business name,
 - ID,
 - residence,
 - name and surname of the representative,
 - the relationship of the representative to the legal person,
 - date of birth of the representative,



- permanent residence of the representative,
 - contact telephone number,
 - contact e-mail address
 - the International Bank Account Number of the Partner, the so-called IBAN (International Bank Account Number),
 - international identification code of the Partner's bank, so-called SWIFT / BIC.
7. Access to the User Account is secured by a username and password. The Partner must keep confidential the information needed to access the User Account. The Company is not responsible for any misuse of the User Account by third parties.
8. The Partner is not entitled to allow third parties to use the User Account.
9. The Company and the Partner are entitled to cancel the User Account unilaterally, if the Partner does not use his User Account and at the same time, if the Agreement has been terminated, or if the Registration has not been successful. Neither the Company nor the Partner is entitled to cancel the User Account if an Agreement is active.
10. The Partner acknowledges that the User Account may not be available around the clock, especially with regard to the necessary maintenance of the Company's hardware and software, or necessary maintenance of third party hardware and software.

III.

Determining the amount of the Deposit and payment

1. The minimum Deposit is EUR 1,000 or the equivalent in CZK or USD, or the virtual assets listed below.
2. The Partner will determine the amount of the Deposit by entering its value in the appropriate field in the On-line portal and will transfer it to the Company within the period specified in the Agreement.
3. The Partner is entitled to pay the Deposit as follows:
 - by bank transfer, only through the following currencies: Czech koruna (CZK), euro (EUR), US dollar (USD);
 - a virtual asset, and only through the following virtual assets: Bitcoin (BTC), Ethereum (ETH), Tether (USDT), Cardano (ADA).
4. Depending on the Company's choice of payment method, the data for making the Deposit will be sent to the Partner's e-mail.



IV. Concluding an Agreement

1. The Agreement is concluded through the On-line system, as soon as the Partner actively marks a button in the On-line system of the Company, which is directly for concluding this Agreement. This act shows the Partner's will to enter into this Agreement with the Company.
2. All actions of the Partner leading to concluding the Agreement are legally binding.
3. If there is a clear technical error by the Company in providing any information on the Company's website or during the Registration, the Company is not obliged to act or otherwise act in relation to the Partner with respect to this manifestly erroneous information, even if an automatic confirmation has been sent to the Partner in accordance with these terms and conditions.

V. Out-of-court dispute resolution

1. The Czech Trade Inspection Authority registered office Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, is competent for the out-of-court settlement of consumer disputes under the Agreement, internet address: <https://adr.coi.cz/cs>.
2. The Czech Trade Inspection Authority, registered office Štěpánská 15, 120 00 Prague 2 - Nové Město, e-mail: [podatelna @ coi .cz](mailto:podatelna@coi.cz), web: www.coi.cz, supervises compliance with the obligations arising from Act No. 634/1992 Coll., on consumer protection, as amended. The Partner can turn to this body and submit any complaints that may arise from the Agreement.

These terms and conditions come into effect on September 20, 2021