General terms and conditions

Version dated 26 August 2019

§ 1 Validity, definitions of terms

(1) Coinfinity GmbH, Griesgasse 10, 8020 Graz, Austria (hereinafter referred to as: "we" or "Coinfinity") operates an online shop for goods via the website https://www.cardwallet.com/. The following general terms and conditions apply to all services between us and our customers (hereinafter referred to as: "customer" or "you") in the version valid at the time of the order, unless otherwise expressly agreed.

(2) "Consumers" within the meaning of these terms and conditions are natural persons (including legal entities, if applicable) and partnerships with legal capacity for which the conclusion of a contract with Coinfinity is not part of the operation of one or more of their companies. The purpose of the order does not then serve a commercial, independent or freelance activity.

(3) "Entrepreneurs", on the other hand, are natural persons or legal entities as well as partnerships with legal capacity for which the respective business is company-related. The distinction between consumers and entrepreneurs is based on the Austrian Consumer Protection Act and the Austrian Commercial Code. A company is any permanent organisation of independent economic activity, even if it is not profit-oriented. Form entrepreneurs and legal entities under public law – with regard to the regulations applicable to the specific transaction – are always considered entrepreneurs.

(4)) The customer shall inspect these general terms and conditions (GTC) before concluding the contract and these shall be expressly determined by both parties as the contents of the contract. The GTC can be saved or printed by the customer at any time. They will also be sent to the customer by e-mail after conclusion of the contract as part of the confirmation of the contract concluded with Coinfinity.

§ 2 Conclusion of the contracts, storage of the text of the contract

(1) The following provisions on the conclusion of a contract apply to orders placed via our online shop at https://www.cardwallet.com/en/shop/.

(2) Our product presentations on the internet are non-binding and do not constitute a binding offer to conclude a contract.

(3) Upon receipt of an order in our online shop, the following provisions shall apply: The customer submits a binding order bid by successfully completing the order procedure provided in our online shop. The order takes place in the following steps:

1. Selection of the desired goods,
2. Add the products by clicking on the corresponding button (e.g. "Add to shopping cart", etc.),
3. Check the information in the shopping cart,
4. Access the order overview by clicking on the corresponding button (e.g. "Checkout", etc.),

5. Entry/checking of address and contact data, selection of payment method, confirmation of GTC and cancellation policy,
6. Completion of the order by clicking the button "Buy now with obligation to pay". This represents your binding order.
7. The contract is concluded when you receive an order confirmation from us within three working days to the e-mail address provided.

(4) If a contract is concluded, the contract is concluded with Coinfinity GmbH, Griesgasse 10, 8020 Graz, Austria.

(5) Before ordering, the contract data can be printed out or electronically saved using the browser's print function. The processing of the order and transmission of all information required in connection with the conclusion of the contract, in particular the order data, the general terms and conditions and the cancellation policy, is partially automated by e-mail after the order has been placed by you. We store the contract text after conclusion of the contract as sent by us by e-mail. For security reasons, the contract text is no longer accessible via the internet.

(6) Input errors can be corrected using the usual keyboard, mouse and browser functions (e.g. the browser's "Back button"). They can also be corrected by cancelling the order process prematurely, closing the browser window and repeating the process.

(7) The processing of the order and transmission of all information required in connection with the conclusion of the contract will be partially automated by e-mail. You must therefore ensure that the e-mail address you have provided us with is correct, that the receipt of e-mails is technically ensured and, in particular, that SPAM filters do not prevent it.

§ 3 Object of the contract and essential characteristics of the products

(1) In our online shop, the object of the contract is:
   a. the sale of goods. You can find the specific goods on offer on our item pages.

(2) The essential characteristics of the product can be found in the item description.

(3) In addition to the descriptions of the items, some terms are explained in more detail below:
   a. The Coinfinity Card Wallet is a product in cheque card format which shows a receiving address on the front. On the back there is the corresponding private key which is hidden by a security seal. There are no digital assets on the Card Wallet at the time of purchase – these can be purchased separately via an exchange or a broker such as Coinfinity (https://coinfinity.co/).
   b. The private key is not known to Coinfinity. The private key exists only on this card wallet, there is no copy of the private key – neither in printed nor in digital form. The Card Wallet shall therefore be kept with the utmost care by the buyer.
   c. The Card Wallet should be treated like a real wallet, since if it is lost, the digital assets stored on it will also be lost. It is therefore the sole responsibility of the purchaser to protect the Card Wallet against loss, theft or destruction. Coinfinity recommends storage in a safe or locker. The purchaser can import the stock of digital assets stored on his Card Wallet into a digital Wallet at any time by scanning the private key and then sell these digital assets via any Exchange.
   d. The Card Wallet is currently available for two crypto currencies, Bitcoin and Ethereum. The currencies are not compatible with each other, therefore only Bitcoin

can be stored on a Bitcoin Card Wallet. On the Ethereum Card Wallet there is also the possibility to store so-called ERC-20 tokens.

    a. Bitcoin is the first and currently most important crypto currency in the world. The payment units of this crypto currency are called Bitcoins. Bitcoins are not officially approved means of payment, it is up to each company to decide whether or not to accept Bitcoin. Via websites such as http://coinmap.org/welcome, merchants can be identified who accept Bitcoin as a means of payment.

    b. Like Bitcoin, Ethereum is based on blockchain technology. The payment units of this crypto currency are called Ether. Compared to Bitcoins, there are fewer places where Ether can be used as a means of payment. Since ICOs are often based on the Ethereum blockchain, buyers of tokens usually pay for them with Ether. In addition, Ether are currently used as speculative objects in the same way as Bitcoin.

    c. ERC-20 tokens are units of a Smart Contract based on the Ethereum blockchain. ERC-20 is a defined standard in the Ethereum network that regulates the implementation of tokens on the Ethereum blockchain.

e. Should there be any ambiguities regarding the functionality, points of acceptance, the exchange of digital assets for euros or other issues, it is strongly recommended to seek advice from an independent and knowledgeable person or institution. For Austria we recommend the independent association Bitcoin Austria (www.bitcoin-austria.at).

§ 4 Prices, shipping costs and delivery

(1) The prices quoted in the respective offers as well as the shipping costs are total prices and include all price components including all applicable taxes.

(2) The respective purchase price is to be paid before delivery of the product (advance payment), unless we expressly offer the option of purchase on account. The payment methods available to you are shown under a correspondingly designated button in the online shop or in the respective offer. Unless otherwise stated for the individual payment methods, the payment claims are due for payment immediately.

(3) Coinfinity is entitled to withdraw from this contract without further naming of reasons if the purchaser does not fulfil its payment obligation within two weeks. Partial amounts already paid will be refunded to the purchaser.

(4) In addition to the stated prices, shipping costs shall be incurred for the delivery of products, unless the respective item has been designated as free of shipping costs. The shipping costs will be clearly indicated on the offers, in the shopping cart system and on the order overview.

(5) All offered products are ready for dispatch within 3 weeks (delivery time), unless clearly stated otherwise in the product description: The average duration in Austria is 1-2 days, within Europe 2-4 days, and for shipments to other countries 3-7 days after receipt of payment).

(6) The following supply area restrictions exist: The delivery takes place in the EU and the rest of Europe.

§ 5 Reservation of ownership

(1) The goods remain our property until the purchase price has been paid in full.

§ 6 Right of withdrawal (cancellation policy)

(1) As a consumer you have a right of withdrawal. This depends on our
https://www.cardwallet.com/en/withdrawal/.

§ 7 Data protection

(1) Coinfinity is committed to protecting the privacy and data of its customers. Coinfinity adheres to all provisions of the General Data Protection Regulation (hereinafter referred to as "GDPR") in its currently valid version.
(2) It should be noted that Coinfinity collects, stores and processes the following personal data of customers (hereinafter "personal data") within the scope of its business activities: first and last name, residential address, delivery address, citizenship, date of birth, e-mail address, telephone number, bank details and IP address.
(3) These data processing operations are necessary, on the one hand, for the fulfilment of the contract and, on the other hand, for compliance with legal regulations to which Coinfinity is subject. In addition, the processing of personal data is necessary to protect the legitimate interests of Coinfinity. Coinfinity thus acts lawfully within the meaning of GDPR (Art. 6 Para. 1 (b), (c) and (f) GDPR).
(4) Coinfinity only stores personal data for as long as Coinfinity deems necessary to achieve the stated purposes and as permitted by applicable law. Coinfinity will keep the personal data in any case for as long as legal storage obligations exist or any legal claims are not yet statute-barred.
(5) If the Coinfinity website contains links to third-party websites, Coinfinity has no influence on the collection, processing or use of personal data by third parties after clicking on the link.
(6) For detailed information on data protection, please refer to Coinfinity's privacy policy, which can be viewed at https://www.cardwallet.com/en/privacy/.

§ 8 Liability

(1) Coinfinity's liability is excluded unless damage was caused intentionally or through gross negligence by Coinfinity or a third party attributable to Coinfinity. This does not apply to injuries to the life or health of a person. Coinfinity's liability, with the exception of data loss, which Coinfinity could not have prevented under any circumstances, is excluded to the extent permitted by law. This applies, for example, to damage caused by force majeure, unforeseeable events, in particular network disruptions, computer failures or criminal activities by third parties. The exclusion of liability does not apply if Coinfinity has caused the damage through slight negligence. Coinfinity is therefore liable for slight negligence on the part of Coinfinity in the event of damage for which Coinfinity is responsible, unless objectively justified exceptions are made below in 7. (2) to (3) of these GTC.
(2) Coinfinity endeavours to ensure that the website operates smoothly and permanently. Information on the Coinfinity website is partly provided by third parties. Although Coinfinity carefully checks the data provided, due to technical circumstances and in the case of data

generated outside Coinfinity's sphere of influence, Coinfinity cannot guarantee or warrant that the services offered on the website meet the requirements of the customer, are uninterrupted, punctual, secure or error-free. The services offered are operated with the utmost care, reliability and availability in mind. However, as mentioned above, for technical reasons, it is not possible for these services to be accessible without interruption, for the desired connections always to be established or for stored data to be preserved in all circumstances. Coinfinity therefore assumes no liability for material damage caused by system failures, faulty, delayed, manipulated or abusive data transmission, unless Coinfinity has acted with intent or gross negligence. This does not apply to injuries to the life or health of a person. The customer is also aware that complete availability is not technically feasible.
(3) Coinfinity reserves the right to restrict access to the website in whole or in part, temporarily or permanently due to maintenance work, capacity requirements and other events beyond its control. Coinfinity will endeavour to plan maintenance work or changes to the server as far as possible, usually at least two days in advance, if it is to be expected that the maintenance work or change will lead to a breakdown in the availability of the services offered or if advance notice appears necessary for other reasons. The customer must view the website to remain informed about planned maintenance work; the customer will receive information on the website about the times at which maintenance work is scheduled. Failures during necessary maintenance or repair work as well as failures during the agreed maintenance windows lead to no claims of the customer against Coinfinity, except if Coinfinity has acted intentionally or grossly negligent. This does not apply to injuries to the life or health of a person. Coinfinity therefore accepts no liability for technical faults on the website or for maintenance work if the customer is subsequently unable to purchase products at this time via the Coinfinity website.

§ 9 Warranty/customer service

(1) The warranty shall be governed by the statutory provisions.
(2) The warranty period for goods delivered to entrepreneurs is 12 months.
(3) As a consumer, you are requested to check the item or the service provided for completeness, obvious faults and transport damage immediately upon fulfilment of the contract and to notify us of any complaints as quickly as possible. If you do not comply with this, this of course has no effect on your statutory warranty claims.
(4) Our customer service for questions, complaints and objections is available for you Monday to Friday from 10:00 to 17:00 by E-Mail: support@cardwallet.com.

§ 10 Risks

(1) As soon as the security seal of the Coinfinity Card Wallet has been released, the private key, which enables access to the respective crypto currency, is visible to all persons looking at the card. Coinfinity accepts no liability for damage caused by the removal of the security seal. A replacement security seal is enclosed with every Coinfinity Card Wallet to ensure safe custody. It is recommended to only remove the security seal if the respective crypto currency is to be sold.
(2) Coinfinity is not obliged to inform the customer about impending losses in connection with the purchase or sale of crypto currencies or in the case of other acts of disposal carried out independently by the customer about the crypto currencies, about the value or

worthlessness of transactions or about circumstances which may impair or endanger the value of these transactions or to provide the customer with other advice or information in this respect.

(3) Trading in crypto currencies involves a high risk of loss for the capital employed up to and including total loss. The customer is therefore expressly recommended to use only those financial means which he/she can afford to lose in whole or in part. The customer must ensure that he/she is sufficiently familiar with the risks associated with the trading of crypto currencies. It is strongly recommended to seek advice from an independent and knowledgeable person or institution before purchasing crypto currencies. An investment in crypto currencies which is financed with credits is to be rejected, since a total loss of the invested capital cannot be excluded.

(4) The customer acknowledges that crypto transactions are irreversible. If the customer sends any amount of crypto currencies to the wrong person or address, the customer will not be able to retrieve that amount.

§ 11 Contract language

German and English are available as contract languages. For the German version, please change the language in the menu bar via the corresponding button.

§ 12 Final provisions

(1) These general terms and conditions are subject to Austrian law to the exclusion of the reference standards of international private law. For disputes arising from or in connection with these GTC or a contract concluded on the basis of these GTC with Coinfinity, the competent court in Graz or, in the case of contracts with consumers, the respective court of the consumer's place of residence shall have exclusive jurisdiction. (Principle of favourability).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the registered office of the provider.

(4) Severability clause: If one or more provisions of this contract are or become invalid, or if one or more provisions of this contract, for whatever reason, are omitted, or if the contract contains a loophole, an admissible provision shall be agreed which best reflects the purpose of this contract or which best fills the gap which has arisen or which has been identified, taking into account the interests of both parties as expressed in this contract. Dispositive law shall apply only if, taking into account the other provisions of this contract and the purpose pursued by the parties, no other provision appears more appropriate.

(5) Declarations or notifications shall be addressed to Coinfinity GmbH, Griesgasse 10, 8020 Graz, Austria, office@coinfinity.co, +43 316 711 744. Further details about Coinfinity GmbH can be found in the imprint at https://coinfinity.co/impressum/.