



GENERAL TERMS AND CONDITIONS FOR PLATON FINANCE

This is the General Terms and Conditions for Platon Finance, accessible from <https://platonfinance.com>

Effective date: November 21, 2018

I. SUBJECT OF THE TERMS AND CONDITIONS

1. Platon Finance, s.r.o., having its registered office at Mliekarenská 8, 821 08 Bratislava – Ružinov, Slovak Republic, registration number: 51 402 343, incorporated by entry in the Commercial Register kept by Bratislava I District Court, Section Sro, File No 126112/B (hereinafter referred to as “Platon Finance”), hereby publishes General Terms and Conditions for the Sale of Products (hereinafter referred to as the “Terms and Conditions”) to regulate contractual relations into which it enters, as the seller, with customers when concluding purchase agreements for the supply of goods – PlatonCoin.
2. These Terms and Conditions lay down in detail the rights and obligations of contracting parties within the scope of their cooperation and shall apply to all legal relationships formed between Platon Finance and any natural or legal person (hereinafter referred to as the “Purchaser”) with whom Platon Finance enters into a purchase agreement (hereinafter referred to as the “Agreement”), including Agreements concluded as distance contracts.
3. These terms and conditions shall constitute an integral part of any Agreement concluded between Platon Finance and the Purchaser.
4. Unless a specifically concluded Agreement lays down different terms and conditions, these Terms and Conditions shall apply to all contractual relationships. In the eventuality of any conflict relating to the Terms and Conditions of the contracting parties, the contractual relationship shall be governed as a matter of priority by these Terms and Conditions, unless otherwise agreed in writing.
5. These Terms and Conditions shall not apply only where the use hereof is expressly excluded contractually in writing.
6. Legal relations between the parties not expressly regulated by the Agreement or these Terms and Conditions shall be governed by the applicable legislation of the Slovak Republic, including but not limited to the Commercial Code and/or the Civil Code.
7. Upon conclusion of the Agreement of which these Terms and Conditions constitute an integral part, any and all previous arrangements relating to the content of the Agreement shall cease to be valid, unless they are in contravention of the Agreement.

II. DEFINITIONS

1. **“PlatonCoin”** or **“PLTC”** means extensive calculation data functioning on the basis of a peer-to-peer computer network. PlatonCoin is distributed exclusively via a decentralized log of records, i.e. a blockchain database comprising two types of records – transactions and blocks. PlatonCoin is distributed via those transactions, the correctness of which is confirmed by individual data blocks. Those blocks are created by software using high-performance hardware for the calculations required to verify the correctness of transactions.
2. **“Platon Wallet”** means an electronic wallet constituting a means to hold and transfer PlatonCoin and other digital currencies supported.
3. **“PLTC Price”** means the purchase price per unit of PlatonCoin.
4. **“Means of Distance Communication”** means Platon Finance’s special sales channels through which there is distance communication between Platon Finance and the Purchaser and through which the Purchaser may place Purchase Orders with the Seller, on the basis of which the Seller shall engage in distance selling. Such means comprise the electronic platform on the Platon Finance website and the telephone line of Platon Finance or the contractual partners thereof, save as otherwise specified by Platon Finance.



5. **“Agreement”** means a purchase agreement, i.e. a written document and, within the meaning of Section 273(3) of the Commercial Code, a contract form designated as a Purchase Agreement, annexed to which are these Terms and Conditions; the content of the Agreement shall also be taken to mean the text of these Terms and Conditions and/or a purchase agreement or other legal act executed between the Seller and the Purchaser in the form of Distance Selling further to a purchase order placed by the Purchaser via Means of Distance Communication.
6. **“Purchaser”** means a party interested in PlatonCoin as offered by Platon Finance, including via Means of Distance Communication, and, in this respect, a party interested in concluding an Agreement with the Seller with content based on a Purchase Order placed by the Purchaser directly or via Means of Distance Communication.
7. **“Contracting Parties”** means the Seller and the Purchaser jointly; **“Contracting Party”** means each of them severally.
8. **“Period of Fixation”** means the period selected by the Purchaser, as designated in the relevant part of the Agreement, over which the Purchaser is unable to dispose of the PlatonCoins that are the object of the given Agreement.
9. **“Bonus”** means a claim to which the Purchaser is entitled further to the selected Period of Fixation; it is determined as a percentage of the value of the PlatonCoins that are the object of the Agreement. A Bonus shall be provided in PLTC.
10. The abbreviation **“VAT”** means value added tax.
11. **“Commercial Code”** means Act No 513/1991, the Commercial Code, as amended.
12. **“Civil Code”** means Act No 40/1964, the Civil Code, as amended.
13. **“Act”** means Act No 102/2014 on consumer protection in the sale of goods or provision of services on the basis of a distance contract or an off-premises contract and amending certain laws. The Seller’s compliance with the Act shall be supervised by the Slovak Trade Inspectorate, www.soi.sk.
14. **“Distance Selling”** means a form and method of selling the Seller’s goods and services further to a Purchase Order from the Purchaser placed via Means of Distance Communication with the subsequent conclusion of an Agreement between the Purchaser and the Seller.
15. **“Platon Finance Website”** means the website at www.platonfinance.com, via which Platon Finance enables Purchasers to place Purchase Orders for the purchase of PlatonCoin to the extent laid down by Platon Finance, or any other website of Platon Finance designated for this purpose.
16. **“Conditions”** means these Contracting Terms and Conditions published by Platon Finance. These Conditions shall constitute part of a Purchase Order and/or the Agreement and shall form and determine part of the content of the Agreement.
17. **“Purchase Order”** means a manifestation of the Purchaser’s will from which it is apparent that the Purchaser wishes to purchase PlatonCoin and subsequently enter into the corresponding Agreement with the Seller, directly or via Means of Distance Communication.
18. **“Complaint Procedure”** means the Seller’s Complaint Procedure for complaints relating to goods sold and constituting part of these Terms and Conditions.

III. ORDERING GOODS AND SERVICES, ESTABLISHMENT OF AGREEMENT

Part 1. Conclusion of Agreement

1. Upon payment of the PLTC Purchase Price indicated in a Purchase Order placed by Means of Distance Communication, a purchase agreement shall be established between the Seller and a Purchaser who is a natural person (not engaging in business) in accordance with Section 588 and related provisions of the Civil Code. Upon execution of the Agreement, a purchase agreement shall be established between the Contracting Parties in accordance with Section 409 and related provisions of the Commercial Code. If, within the meaning of the Act,



the Civil Code is not to apply to legal relations associated with the PlatonCoin supplied, legal relations shall be governed by the Commercial Code.

2. The object of the Agreement shall be the Seller's obligation to supply the Purchaser with PlatonCoin in the quantity designated in the Agreement and to transfer ownership of the PlatonCoin to the Purchaser under the terms and conditions laid down herein and, in the Agreement,, and the Purchaser's obligation to pay the Seller the purchase price for the PlatonCoin in the amount designated in the Agreement or Purchase Order.
3. Unless otherwise agreed in writing by the Parties in the Purchase Agreement, the Seller shall supply the Purchaser with PlatonCoin and the Purchaser shall pay the Seller the Purchase Price for the PlatonCoin at the time and under the terms and conditions laid down herein and agreed in the Agreement.

Part 2. Distance Purchase Order for Goods and Services

1. The Purchaser shall be entitled to place Purchase Orders with the Seller via Means of Distance Communication to the extent of goods offered by the Seller that is required by the Purchaser, such being in the manner and according to the instructions provided by the Seller. The use of Means of Distance Communication shall be free of charge for the Buyer.
2. The Purchaser shall state only true, complete and up-to-date information in the Purchase Order. The Seller shall be entitled to solicit further information and/or documents from the Purchaser, e.g. to prove the identity of the Purchaser.
3. The Seller shall be entitled to determine the scope of an offer for the Distance Selling of PLTC, including the conditions thereof and any restrictions thereon. Such information, and information on the PLTC Price, shall be published by the Seller and disclosed to the Purchaser via the Means of Distance Communication that the Purchaser has decided to use. The Seller shall be entitled to change, or temporarily or permanently restrict, its offering or the possibilities of ordering goods and services with the use of Means of Distance Communication.
4. The Seller shall be entitled to prevent the placing of a Purchase Order if, at that time, the Purchaser fails to comply with all conditions for the conclusion of an Agreement.
5. The Seller shall be bound by its offer of PLTC entered in a Purchase Order placed by the Purchaser, including the price indicated at the time the Purchase Order is placed, from the date on which the Purchase Order is placed until the expiry of the time limit for the payment of the PLTC Price.
6. By paying the PLTC Price, the Purchaser expresses agreement with the Purchase Order and these Terms and Conditions.

Part 3. Contractual Terms and Conditions

1. The quantity of PLTC and the price shall be specified in a written Agreement or in the purchase Order, or in the confirmation of the conclusion of a Purchase Agreement delivered to the Purchaser via the Purchaser's email address.
2. The Purchaser shall order PLTC at the price indicated in the Purchase Order. In all cases, the price indicated shall be the total price, inclusive of value added tax and other taxes (where applicable).

IV. TERMS OF SUPPLY AND PAYMENT

1. The Seller shall send the Purchaser a pro forma invoice together with confirmation of receipt of a Purchase Order to the Purchaser via the Purchaser's email address provided in the Purchase Order. If a written Agreement is concluded, the Seller shall be entitled to the payment of the PlatonCoin Price upon conclusion of the Agreement. The Seller shall apply this entitlement against the Purchaser by means of a pro forma invoice delivered electronically to the designated email address.



2. Upon payment of the pro forma invoice, the Seller shall send a regular invoice to the Purchaser's address and shall transfer the purchased quantity of PLTC to the Purchaser's Platon Wallet. If the Purchaser does not have a Platon Wallet set up, the Seller shall set one up for the Purchaser and shall email the access details, together with confirmation of the conclusion of a purchase agreement and with the invoice, to the Purchaser's address provided in the Purchase Order, such being within two business days following payment of the PLTC Price.
3. It is accepted that, upon dispatch of the PlatonCoin to the Purchaser's Platon Wallet, the Seller has enabled the Purchaser to dispose of the PlatonCoin, and the PlatonCoin shall be deemed to have been supplied as of that moment.
4. The establishment and use of a Platon Wallet shall be free of charge.
5. The Purchaser takes due note of the fact that the Seller shall not be bound by a Purchase Order until the Purchaser pays for the PLTC in accordance with the Seller's instructions and these Conditions.

V. GENERAL CONDITIONS

1. By executing the Agreement, the Purchaser confirms that: (i) the Purchaser is entitled to enter into a binding contract; and (ii) the Purchaser is not prevented from entering into the Agreement by any regulation and/or prohibition, whether in the form of a general or individual act.
2. The Purchaser shall not be entitled to transfer any rights or obligations under the Agreement without the prior written permission of the Seller.
3. By executing the Agreement, the Purchaser declares that the Purchaser is the sole owner of the funds used to pay the PLTC Price, and that those funds are not the proceeds of crime and do not come from participation in criminal activity or other activity infringing applicable legislation of the Slovak Republic and related legal acts of the European Communities and the European Union, otherwise the Purchaser shall be fully liable for the damage incurred.
4. The Contracting Parties declare that they shall treat information on the conclusion of the Agreement and on the content thereof, including the content of these Terms and Conditions, as confidential. Both Contracting Parties shall hold such information in the strictest confidence and shall not disclose it to third parties without the other Contracting Party's permission. The obligation to keep confidential information secret shall survive the effect of the Agreement.
5. The Purchaser and the Seller shall ensure that, in the performance of the Agreement and at any time after completion of the discharge of obligations incumbent on them under the Agreement, they do not disclose any information relating to the discharge of obligations under the Agreement to third parties without the prior written permission of the other Contracting Party. The preceding sentence shall not apply to the discharge of a Contracting Party's obligation imposed on it by law or by the decision of a court or an administrative or other authority, or to the consultation of the content of the Agreement with the Contracting Party's advisers who are bound by confidentiality in relation to the Agreement and content thereof at least to the same extent as that laid down by these Terms and Conditions.

VI. WITHDRAWAL

1. When purchasing goods or services by way of Distance Selling, the Purchaser shall be entitled to withdraw from the Agreement in writing within 14 days of the date of receipt of the goods or date of conclusion of the Agreement without giving any reason and without penalty
2. In accordance with Act, only a Purchaser constituting a natural person who, when concluding and performing the Agreement, acts outside the scope of any business activities, employment or profession shall have the right of withdrawal under the Conditions.
3. In the eventuality of withdrawal pursuant to these Conditions, the right of withdrawal from the corresponding Agreement shall be exercised in writing; such notice of withdrawal shall be sent by post to the Seller's address or emailed to info@platonfinance.com. In accordance with the Act, the Purchaser shall return the PLTC to the Seller, such being to the Seller's Platon Wallet address from which the PLTC were sent to the Purchaser.



4. The Seller and the Purchaser shall return to each other everything received from the other Contracting Party under the relevant Agreement that has been terminated by withdrawal.
5. If, at the time of withdrawal from the Agreement, the Purchaser has financial liabilities towards the Seller for any other performance provided and the Seller is required to reimburse funds to the Purchaser, as a matter of priority the Purchaser's financial liabilities towards the Seller shall be settled, and only after the settlement thereof shall funds be sent to the Purchaser.

VII. COMPLAINT PROCEDURE

1. The Purchaser shall be entitled to exercise a right against the Seller deriving from liability for errors where a quantity of PLTC other than that specified in the Purchase Order is supplied. The Purchaser shall be entitled to file a claim with the Seller for the erroneous execution of an operation in connection with the acquisition of PLTC or with the payment of Bonuses within 30 days of execution thereof. This shall also apply to the non-execution of an operation or to an operation that is executed but has not been ordered by the Purchaser. The Purchaser shall file a complaint via the Seller's email address provided on the Seller's Website.
2. Upon receipt of a complaint, the Seller shall conduct an investigation to determine whether the complaint is legitimate. Within 30 days of receipt of such a complaint, the Seller shall notify the Purchaser of the results of the Seller's investigation and of the Seller's opinion on the complaint.
3. If the conditions determining that the Seller is liable for the erroneous execution of an operation are satisfied, the Seller shall adopt and execute corrective measures.
4. If no particular shortcoming or other error is specified in a complaint and no evidence is provided therein to prove the shortcoming or other error, the complaint shall be disregarded. If there are no grounds to proceed in accordance with the first sentence, upon receipt of an electronic complaint the Seller shall take steps to determine the legitimacy thereof. The Seller shall email the Purchaser the results of the Seller's investigation and the Seller's opinion on the complaint.
5. If there is a dispute between a Purchaser who is a consumer and who has ordered PLTC offered by the Seller via the website operated by the Seller and/or via other electronic means (hereinafter also referred to as a "Purchaser-Consumer"), of the one part, and the Seller, of the other part, the Purchaser-Consumer shall be entitled to resort to an alternative dispute resolution entity in those cases laid down by Act No 391/2015 on alternative dispute resolution for consumer disputes. The Purchaser-Consumer shall be entitled to resort to an alternative dispute resolution entity after the Seller has refused a request for remediation or, within 30 days of dispatch thereof, has failed to respond to a request for remediation, on the basis of which the Purchaser-Consumer has expressed dissatisfaction with the way in which the Seller has processed the Purchaser-Consumer's complaint, or if the Purchaser-Consumer believes that the Seller has violated the Purchaser-Consumer's rights. The Purchaser-Consumer may also email the request for mediation to info@platonfinance.com. The Purchaser-Consumer shall apply for the commencement of alternative dispute resolution without undue delay, but in any event no later than one year after the delivery of the Seller's response refusing the request for remediation or after the date of expiry, without result, of the 30-day time limit for the Seller's response to the request for remediation. The Purchaser-Consumer may also apply for the commencement of alternative dispute resolution via the alternative dispute resolution platform available at <http://ec.europa.eu/odr>.

VIII. FINAL PROVISIONS

1. Governing law. Contractual relations deriving from the Agreement shall be governed, in those parts not regulated by the Agreement, by the relevant provisions of applicable legislation of the Slovak Republic.



2. Dispute resolution. The Contracting Parties agree that any and all disputes between them arising out of legal relations established under or in connection with the Agreement, including disputes on the force, interpretation and termination of the Agreement, shall be heard by an ordinary court with due jurisdiction in the Slovak Republic.
3. Severability. If any of the provisions of the Agreement are shown to be fully or partially invalid or ineffective, such invalidity or ineffectiveness shall not render other provisions of the Agreement invalid or ineffective. In such an eventuality, both Parties shall replace, without undue delay, the invalid and ineffective provision with a new provision that is valid, effective and enforceable and that, in its purpose and function, is as consistent as possible with the purpose and function of the original provision.
4. Priority. If there is a conflict between the provisions of the Agreement and non-mandatory provisions of legislation of general application under the legal system of the Slovak Republic, the provisions of the Agreement shall prevail. If there is a conflict between the provisions of the Agreement and provisions of legislation of general application under the legal system of the Slovak Republic that may be excluded by agreement of the Parties, the provisions of the Agreement shall prevail and the relevant provisions of legislation of general application under the legal system of the Slovak Republic shall be deemed to have been excluded.
5. The Seller shall be entitled to amend these Conditions at any time. In relation to the corresponding Agreement concluded further to a Purchase Order, the applicable version of the Conditions shall be the version published on the Seller's Website, at the time the Means of Distance Communication is used, as the applicable version upon placement of the Purchase Order on the basis of which the relevant Agreement is concluded and which has been delivered to the Purchaser within the scope of confirmation of the conclusion of the Agreement, and shall also constitute part of the corresponding Agreement concluded on the basis of the given Purchase Order.
6. The Seller, and any entity authorised by the Seller to process a Purchase Order from the Purchaser, shall be entitled to process the Purchaser's personal data to the extent provided in connection with the placement of the Purchase Order, such being in order to process that Purchase Order and deliver the Consignment to the Purchaser. Information on the processing of personal data is available here:
<https://platonfinance.com/assets/docs/PF-Privacy-policy-en.pdf>
7. Manifestation of will. The Contracting Parties confirm with their signatures that they have thoroughly read and understood the provisions of the Agreement and the Terms and Conditions, and that they agree with all provisions and the legal consequences thereof.

Bratislava, November 21, 2018

Platon Finance, s.r.o.
Daniel Tanner – Managing Director