



GENERAL TERMS AND CONDITIONS

Charonium GmbH. Charonium GmbH is a limited liability company, registered in the commercial register of the Regional Court of Innsbruck under FN 575314a, with its registered office in Innsbruck and its business address at Herzog-Friedrich-Straße 28, 6020 Innsbruck ("CHARONIUM®" or "We"). The business purpose of CHARONIUM® includes mail order, internet and general trade, as well as services in automatic data processing (IT).

CHARONIUM® Fragment. CHARONIUM® offers customers the opportunity to securely store private keys for virtual currencies in a hardware wallet ("CHARONIUM® Fragment") on their website www.charonium.com ("Website"). The CHARONIUM® Fragment can be divided into three parts, none of which are retained by CHARONIUM®.

CHARONIUM® Obolus. In addition to the CHARONIUM® Fragment, customers can purchase a physical copper, silver, or gold medal ("CHARONIUM® Obolus") on the Website, which is also intended to enable customers to purchase CHARONIUM® Tokens (STYX®) at an earlier stage and at a lower price in the event of a future issuance of CHARONIUM® Tokens. Depending on the type of medal and the redemption period, the price of CHARONIUM® Tokens varies. It is expressly stated that we are not obligated to issue the CHARONIUM® Tokens, and they are not the subject of the contract. This does not constitute a promise regarding the CHARONIUM® Tokens. The CHARONIUM® Obolus is delivered with a non-fungible token (NFT).

Products. CHARONIUM® offers the sale of CHARONIUM® Fragment and CHARONIUM® Obolus ("Products") to customers.

Customer. The customer ("Customer" or "You") is a natural or legal person. Customers include both consumers within the meaning of § 1 para 2 of the Consumer Protection Act (KSchG) and entrepreneurs. In business transactions with consumers via means of distance communication, the special consumer protection provisions of the KSchG apply, especially those of the Distance and Off-Premises Contracts Act (FAGG).

§ 1. Scope

- a) Scope. These general terms and conditions apply to all business relationships within the framework of the business connection between the Customer and CHARONIUM® in connection with the acquisition of CHARONIUM® Fragment and CHARONIUM® Obolus. These general terms and conditions are expressly designated by you and us as an essential part of the contract.
- b) Access. You have the opportunity to carefully read these general terms and conditions ("Terms and Conditions" or "AGB") before entering into a contract. Furthermore, the text of the Terms and Conditions will be provided to you electronically in a format that allows for storage on a durable medium.

§ 2. Registration, User Account

- a) Registration Requirement. In order to conclude a purchase contract via the online shop, the Customer must register on the website and create a user account. During the registration process, customers initially provide their first name, last name, desired username, email address, and residential address, and set a self-chosen password. After providing this information, customers receive an email with an activation code, which must be entered on the website to continue the registration process. Only after successful registration can customers purchase products from CHARONIUM® via the website.
- b) Consent and Acknowledgment. Customers must expressly agree to Charonium's General Terms and Conditions and acknowledge the Privacy Policy to continue the registration process.
- c) User Account. Customers are responsible for maintaining the confidentiality of their account and password and for restricting access to their devices such as computers and smartphones. Customers should take all steps to keep their account information confidential. If there is reason to believe that a third party has



obtained knowledge of the customer's password or is otherwise using the password unauthorized, customers are encouraged to notify us immediately. In case of suspicion of money laundering or terrorism financing or other activities that violate these Terms and Conditions, we reserve the right to block user accounts. CHARONIUM® expressly reserves the right to accept or reject registration for the user account by a customer without providing reasons.

§ 3. Offer, Conclusion of Contract

- a) Products. After successfully completing the registration process, customers have the opportunity to purchase products from CHARONIUM®.
- b) Offer. Offers from CHARONIUM® are non-binding unless expressly designated as binding.
- c) Place of Contract. Contracts are concluded online via our website.
- d) Validity of Offer. In the order process, the customer must add the products to the shopping cart. The products remain in the shopping cart for a period of 20 minutes. During this period, the product price specified by CHARONIUM® applies. After this period, the products are automatically removed and must be re-added to the shopping cart. Changes in product prices may occur.
- e) Conclusion of Contract. By confirming the field "order with obligation to pay" or an equivalent field, the customer makes a binding offer to conclude a contract with corresponding content. The contract is concluded upon transmission of the order confirmation by CHARONIUM®.
- f) Limited Quantities. Orders are accepted only within the number of available products. CHARONIUM® reserves the right to reject orders without stating reasons or to accept them only in a certain quantity, about which the customer will be informed promptly by CHARONIUM® via email and must give consent. The customer shall have no claim for damages arising from any quantity limitations on orders.
- g) Additionally, there are set maximum order quantities per customer. The maximum order quantities are visible on the website, with a total value of products not exceeding EUR 15,000.

§ 4. Payment Methods

Payment Methods. Payments by the customer for the acquisition of products can be made in Euro, Ether, and Bitcoin. Customers can pay in Euro via bank transfer or with a credit card. Payments in Bitcoin or Ether are received through a business wallet provided by CHARONIUM®.

- a) Bank Transfer. When paying by bank transfer, please transfer the invoiced amount to the bank account provided by CHARONIUM® on the website or in the invoice immediately upon receipt of the invoice.
- b) Credit Card Payment. When paying by credit card, you will be prompted to enter your credit card details into the input mask on the website. The details will then be verified. If the details are correct, the credit card company will process the payment transaction and charge your card. The charge will be made after the order process is completed.
- c) Payment in Ether or Bitcoin. When paying by Ether or Bitcoin, please transfer the invoiced amount in Bitcoin or Ether at the current daily rate to the wallet provided by CHARONIUM® on the website or in the invoice immediately upon receipt of the invoice.

§ 5. Price, Fees

- a) Price Indication. All prices listed on the website are final prices including VAT in Euro.
- b) Correction of Price Indications. If price indications on the website are incorrect, CHARONIUM® will inform the customer who has placed an order of the actual price. In this case, the customer can expressly confirm their order in writing or implicitly by paying the updated purchase price, or they can immediately withdraw



from the contract. Contract withdrawal must be done in writing. Liability for slight negligence, except for personal injury, is excluded in this case.

- c) Late Payment. In the event of late payment by the customer, the customer shall pay CHARONIUM® default interest of 4% p.a. In case of late payment, the customer also undertakes to reimburse CHARONIUM® for any reminder fees incurred, to the extent necessary and appropriate for the corresponding legal pursuit.

§ 6. Delivery Terms

- a) Delivery Costs. Unless otherwise stated, all prices include appropriate packaging but exclude shipping and insurance costs, which vary depending on the place of delivery, value, and weight. These costs will be specified separately in the invoice. CHARONIUM® reserves the right to impose restrictions on delivery options for certain contracts.
- b) Delivery Timeframe. The estimated delivery timeframe from the receipt of the order will be communicated to the customer before finalizing the order. By completing the order, the customer agrees to the estimated delivery timeframe. If CHARONIUM® accepts the customer's order, the delivery timeframe is considered agreed upon.
- c) Delivery Delay. In the event of a delivery delay, CHARONIUM® will inform the customer about the expected delay. The customer then has the right to withdraw from the contract after setting a reasonable grace period.
- d) Shipping. During the ordering process, the customer will be informed of the shipping options. Before completing the order, the customer must choose the desired shipping method. The shipping method chosen by the customer is agreed upon upon acceptance of the order by Charonium. Shipping is made to the address provided by the customer.
- e) Delivery. CHARONIUM® is not liable for incorrectly or incompletely provided data unless the data is incorrectly or incompletely recorded and entered by CHARONIUM®.
- f) Transfer of Risk. The risk of loss or damage to the products passes to the customer as soon as the product is handed over to the carrier. If the customer is a consumer, the risk passes to the customer as soon as the product is delivered to the customer or to a third party specified by the customer, other than the carrier.

§ 7. Liability

- a) Liability. Charonium's liability to the customer for slight negligence is excluded, unless it concerns personal injury. CHARONIUM® is particularly not liable for lost profits, for a lack of availability of products, and for incorrect entries made by the customer in the online shop.
- b) Price fluctuations. CHARONIUM® is not liable for any loss of assets by the customer due to fluctuations in the value of the products. The risk of loss of value of the products lies solely with the customer.

§ 8. Right of Withdrawal

- a) Right of withdrawal. We hereby inform you that, according to § 11 FAGG, consumers have the right to withdraw from a distance contract within 14 days of its conclusion without giving any reasons. In order to exercise the right of withdrawal according to § 11 FAGG, the customer must notify us as the consumer by means of a clear statement to the specified contact address. The withdrawal period begins on the day the customer or a third party designated by the customer takes possession of the product. CHARONIUM® will initiate the refund process. The refund will be made exclusively in Euros. If the order was placed in Bitcoin or Ether, the refund of the purchase price will also be made in Euros. If you are a consumer, you must agree to the refund in Euros by clicking a checkbox before concluding each purchase contract. No fee will be



charged for the exercise of the right of withdrawal. If the transaction does not qualify as a consumer transaction, the provisions of the FAGG do not apply.

- b) Exclusion of the right of withdrawal. The right to withdraw from the contract does not apply to contracts for products whose price depends on fluctuations in the financial markets. According to § 18 (1) Z 2 FAGG, customers have no right of withdrawal for purchase contracts concerning our product CHARONIUM® Obolus, as the distance contract concerns the delivery of goods whose price depends on fluctuations in the financial market over which we have no control.
- c) By checking a box, you expressly acknowledge that the services are subject to significant price fluctuations. At the same time, by clicking the checkbox, you acknowledge that you also lose your right of withdrawal for this reason.

§ 9. Termination

Termination. You can cancel your account at any time using the corresponding button on the website. The account will be blocked and deleted within 14 days of receiving the termination request. The termination of the account does not automatically terminate any existing contract with us.

§ 10. Reservation of Changes

- a) The current version of these Terms and Conditions is available on the website. Changes and additions to these Terms and Conditions, including this clause, may be made by CHARONIUM® at any time and take effect on the earlier of the following events: (i) You have accepted the amended Terms and Conditions online; (ii) after one month from the date of publication of the changes or additions to the Terms and Conditions.
- b) If you are a consumer within the meaning of the KSchG, you have the right to terminate the contractual relationship with CHARONIUM® with immediate effect, without the need to comply with any agreed termination dates or periods and without any costs for such termination. CHARONIUM® will inform you of any changes to the Terms and Conditions. Any update, amendment, or replacement of these Terms and Conditions will be notified to the customer via the email address provided by the customer during the registration process. Upon notification, you will be asked by CHARONIUM® to accept the amended Terms and Conditions online within one month. If you, as a consumer, do not agree, all contractual relationships will be terminated upon expiration of the one-month period.

§ 11. Miscellaneous

- a) Entire Agreement. Except for the agreements made in these terms and conditions, there are no other agreements between the parties. Contradictory or deviating terms and conditions are objected to; previous agreements are hereby revoked.
- b) Data Changes. The customer must promptly inform CHARONIUM® of any changes to the data provided to CHARONIUM® during registration or ordering. If the customer fails to make this notification, statements will be considered as received and products will be considered as delivered even if they were sent or delivered to the last known address.
- c) Statements/Notifications. Statements or notifications from the customer are to be addressed to Charonium GmbH, Herzog-Friedrich-Straße 28, 6020 Innsbruck.
- d) Validity. If the customer is not a consumer: Should any provision of this agreement be invalid, voidable, or unenforceable, the validity of the agreement shall not be affected, provided that this corresponds to the intention of the parties as expressed in the provisions of this agreement taken as a whole.
- e) Data Protection. We adhere to all provisions of the General Data Protection Regulation in its current version. It is noted that CHARONIUM® collects, stores, and processes personal data of customers in the course of its business activities. These data processes are necessary for contract fulfillment and compliance with legal



regulations to which CHARONIUM® is subject. Furthermore, the processing of personal data is necessary to protect the legitimate interests of CHARONIUM®. Detailed information on data protection can be found in the privacy policy, available at www.charonium.com/privacy.

- f) Applicable Law. Austrian law shall apply to this agreement, excluding the reference provisions of Austrian International Private Law.
- g) Jurisdiction. The place of jurisdiction is the consumer's place of residence. If the customer is not a consumer, the place of jurisdiction is the company's registered office.

In the event of any ambiguity arising from translation, the German legal text shall prevail. The German version of this policy is the authoritative and binding document, and any translations provided are for convenience only. In case of any conflict or discrepancy between the German version and its translation, the German version shall be considered definitive and controlling.