

General Terms and Conditions of Kurant Services GmbH and Kurant Germany GmbH

Valid as of: 01.10.2023

I. Applicability, definitions of terms

(1) Kurant Services GmbH as well as Kurant Germany GmbH, both located at Innstraße 69 B, 94032 Passau, Germany (hereinafter: "we" or "Kurant") operate the app "Kurant Wallet" (available at Google Playstore and Apple Store). The following general terms and conditions apply to all services between us and our customers (hereinafter: "customer" or "you") in the version valid at the time of installation, unless otherwise expressly agreed.

(2) "Customers" in the sense of these terms and conditions shall be understood to be, in accordance with the definition pursuant to § 13 BGB, natural persons for whom the conclusion of the contract with Kurant can predominantly be attributed neither to their commercial nor to their self-employed professional activity.

(3) "Entrepreneur" in the sense of these terms and conditions, on the other hand, is, in accordance with § 14 BGB, a natural or legal person or a partnership with legal capacity who, when concluding the contractual relationship with Kurant, acts in the exercise of his commercial or self-employed professional activity.

(4) The customer shall inspect these GTC prior to installation and these shall be expressly determined by both parties to be the content of the contract. The GTC can be saved or printed out by the customer at any time. Furthermore, they can be downloaded at any time in the app after installation.

II. Key features of the app

(1) The Kurant app is a software wallet on which there are no digital assets at the time of installation.

(2) Associated private keys required to transfer digital assets held on the software wallet are not known to Kurant, but exist solely on the customer's mobile device. There is no copy of the wallet and its contents. The mobile end device on which the app is installed as well as its recovery codes must therefore be kept by the customer with the utmost care.

(3) The mobile end device 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 customer to protect the mobile device including the installed app against loss, theft or destruction. Kurant recommends keeping the mobile device and the recovery codes in a safe or locker or transferring the digital assets to a wallet outside the mobile device. Kurant is not liable for the loss of the mobile terminal device, the use of the app, the recovery codes as well as the digital assets stored on the wallet.

(4) If there are any uncertainties regarding the mode of operation, acceptance points, the exchange of digital assets to euros or other points, it is expressly recommended to seek advice from an independent and knowledgeable person or institution.

(5) Kurant is entitled to discontinue the operation of the app at any time without giving further reasons. Any digital assets existing on the customer's mobile device at that time shall be transferred by the customer to another wallet. Alternatively, the existing wallet together with the digital assets can be transferred to another app using the recovery codes.

III. Liability

(1) Kurant's liability is limited to the extent permitted by law, unless damage was caused intentionally or by gross negligence on the part of Kurant or a third party attributable to it. This shall not apply in the event of injury to the life or health of a person.

(2) Kurant's liability is also not excluded in cases of simple negligent breach of essential contractual obligations (cardinal obligation). A cardinal obligation in the aforementioned sense exists in the case of contractual obligations of Kurant, the fulfillment of which makes the proper execution of this agreement possible in the first place and on the observance of which the customer may rely, and the violation of which on the part of the customer endangers the achievement of the purpose of the contract.

(3) Kurant is at liberty to temporarily restrict access to the app in whole or in part due to maintenance work, capacity concerns, and due to other events beyond its control. Kurant will endeavor to schedule maintenance work or changes, if possible, generally no later than two days in advance, if the maintenance activity or change is expected to result in a loss of availability of the services offered or if advance notice appears necessary for other reasons. Outages during necessary maintenance or repair work, as well as outages during the agreed maintenance windows, shall not give rise to any claims by the customer against Kurant, except in the cases of paragraphs 1 and 2.

(4) Kurant assumes no liability for damages caused by improper use of the app.

IV. Risks

(1) Kurant is not obliged to inform the customer about impending losses in connection with the purchase or sale of digital assets or in the case of other acts of disposal of digital assets carried out independently by the customer, about the value or worthlessness of transactions or about circumstances that may impair or endanger the value of these transactions, or to provide the customer with any other advice or information in this regard.

(2) Trading in digital assets involves a high risk of loss for the capital invested, up to and including total loss. It is expressly recommended to the customer to therefore only use such financial resources whose partial or total loss he can afford. The customer must ensure that he is sufficiently familiar with the risks associated with the trading of digital assets. It is expressly recommended to seek advice from an independent and knowledgeable person or institution, if necessary, before the customer purchases digital assets. An investment in digital assets that is funded by loans is to be rejected, as a total loss of the invested capital cannot be ruled out.

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

V. Right of cancellation

If you are acting as a customer when concluding the contract for the use of the app, you have a statutory right of cancellation, about which we instruct you as follows:

Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period starts fourteen days from the day of the conclusion of the contract.

In order to exercise your right of cancellation, you must inform us (Kurant Services GmbH or Kurant Germany GmbH, both Innstraße 69 B, 94032 Passau, Germany, telephone: +49 851 881 933 00, e-mail: office@kurant.net) by means of a clear declaration (e.g., a letter sent by post or an e-mail) of your decision to cancel this contract.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the expiry of the cancellation period.

Consequences of cancellation

If you cancel this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. If you have requested that the service should begin during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

VI. Final provisions

(1) These GTC shall be governed by German law to the exclusion of the conflict of law rules of private international law. For disputes arising from or in connection with these GTC, the competent court in Passau or, in the case of contracts with customers, the respective court of the customer's domicile shall have exclusive jurisdiction (principle of favorability).

(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 Kurant shall be Kurant's registered office.

(4) Severability clause: Should one or more provisions of this contract be or become invalid, or should one or more provisions of this contract cease to apply, for whatever reason, or should the contract contain a loophole, a permissible provision shall be agreed upon that best reflects the objective of this contract or best fills the loophole that has arisen or been identified, taking into account the interests of both contracting parties expressed in this contract. Dispositive law shall only be applied if, taking into account the other provisions of this contract and the purpose pursued by the contracting parties, no other provision appears to be more expedient.

(5) Declarations or notifications shall be sent to Kurant Services GmbH or Kurant Germany GmbH, both at

Innstrasse 69B
94032 Passau
Tel: +49 851 881 933 00
Mail: office@kurant.net

to be directed to. Further details on Kurant Services GmbH and Kurant Germany GmbH can be found in the imprint at <https://de.kurant.net/de/impressum/>.