

TERMS AND CONDITIONS OF THE PLATFORM

Section 1

Definitions

1. **Consumer** - Person who is a consumer in the understanding of provisions of Directive of the European Parliament and the Council 2011/83/EU.
2. **Account** - function of the Platform which makes it possible for a User identified by a unique name to use all functions on the Platform available to him/her.
3. **Platform** - online platform **At.systems** maintained by the Service Provider, available at www.at.systems which in particular makes it possible for Users to make automated cryptocurrency purchase and sale transactions at third-party Exchanges specified by the User.
4. **Exchange** - a third-party service, unconnected to the Service provider, which makes it possible for Users to trade in cryptocurrencies.
5. **Commission** - commission specified in the Platform, to which the Service Provider is entitled for provision of a Service to the User.
6. **Terms and Conditions** - these Terms and Conditions.
7. **Agreement** - framework agreement concluded via the Platform between the Service Provider and the User on the basis of the Terms and Conditions for an indefinite period, under which the Service Provider provides a Service to the User.
8. **Service** - Service provided to Users by the Service Provider under the Agreement, consisting in making the Platform and the function of automatic performance of cryptocurrency transactions on Exchanges (transaction automation) available to the User.
9. **Service Provider** - Service provider operating under the business name AUTOMATED TRADING SYSTEMS Sp. z o.o. with its registered seat in Katowice, ul. Karłowicza 9, 40-145 Katowice
10. **User** - natural person, legal entity or an organisational unit using the Platform.

Section 2

Contact details and communication

1. Postal address: AUTOMATED TRADING SYSTEMS Sp. z o.o.
ul. Karłowicza 9, 40-145 Katowice

2. Email address: info@at.systems
3. The Service Provider communicates with Users in Polish or English, depending on the User's choice.
4. The basic form of communication between the Service Provider and Users is electronic communication via email.

Section 3

Services

1. This document constitutes Terms and Conditions of a service provided electronically, in accordance with the requirements of the Polish Act of 18 July 2002 on the provision of electronic services by the Service Provider.
2. Pursuant to the Terms and Conditions, within the framework of the Platform made available to Users, the Service Provider provides Users, with the following automatic cryptocurrency trading Services on Exchanges selected by the User, and in particular the possibility of:
 - a) an automatic purchase of cryptocurrencies, after fulfilment of the conditions defined by the User, in particular at the indicated price;
 - b) an automatic sale of cryptocurrencies after fulfilment of conditions defined by the User;
 - c) a cyclic purchase and sale of cryptocurrencies in accordance with the indicated algorithm defined by the User, including also based on one of the predefined algorithms available as part of the Platform.
3. To order transactions as part of the Service, the User should, in particular, select an Exchange under which transactions are to be carried out and transfer cryptocurrencies which are already owned by the User and which are to be used as part of the transactions ordered by the User, to the cryptocurrency portfolio indicated in the Platform.
4. The Service Provider undertakes to deposit the cryptocurrencies accepted from the User on the relevant portfolio Platform within 24 hours of their transfer by the User.
5. The User authorises the Service Provider to perform transactions of cryptocurrencies under the Service in his/her name and on his/her behalf, based on the transaction parameters selected by the User, including the Exchanges indicated by the User, provided that the Service consists only in the automatic execution of transactions defined by the User and the Service Provider does not alter their parameters.

6. As part of the available Services, the Platform offers Users predefined trading algorithms for cryptocurrencies - however, they only constitute a non-binding suggestion of the Service Provider and do not constitute investment advice. If the User intends to use the given algorithm - his/her choice should constitute a conscious decision preceded by a risk analysis carried out by the User. The Service Provider does not guarantee and does not ensure that the predefined algorithms will meet the individual needs of individual Users - as they constitute only an example of suggestions for a possible configuration of the Service.
7. The User should constantly monitor the transactions he/she ordered, in particular, verify the parameters of these transactions in terms of risk related to changes in cryptocurrency rates. In particular, the Service Provider recommends Users to set appropriate stop-loss protections.
8. As part of the Service, the Service Provider does not provide any Services consisting in securing transactions ordered by Users, including monitoring of transaction parameters, independent setting of stop-loss securities, or any advisory regarding the trading of cryptocurrencies by the User.
9. In connection with making the Platform available to the User and the provision of Services to the User, the Service Provider is entitled to remuneration indicated in the Platform, in particular the Commission for the automatic execution of transactions for the benefit of the User.
10. Commission for the automatic execution of transactions for the benefit of the User amounts to 0.2 % of value of the transactions (both purchase and sale) done on the Platform.
11. Apart from Commission indicated in paragraph 10 the User will be charged with the Commission of the Exchange in which transactions will be taking place. The third party's Commission is independent of the Commission charged by the Service Provider and it is dependent on selected Exchange.

Section 4

Using the Platform

1. To use the Platform and the Service, one needs a device with a web browser supporting JavaScript and cookies with access to the Internet, an active email account, and a portfolio for cryptocurrency trading.
2. In order to commission transactions automatically, the User should also have cryptocurrencies serviced as part of the Platform - a list of supported cryptocurrencies and Exchanges can be found in the Platform.

3. The User bears the charges related to access to the Internet in accordance with the tariffs of his/her telecommunications operator.
4. The User is obliged to use the Platform and Services in accordance with the law and the principles of social coexistence. In particular, it is prohibited for the User to enter any illegal content into the Services.

Section 5

Registration in the Platform

1. In order to use all functions of the Platform, the User must register in the Platform, i.e. create an Account.
2. Registration consists in providing information about the User in the appropriate place in the Platform in accordance with the instructions available on the Platform.
3. By entering data in the Platform, the User declares that they are true and accurate.
4. The Service Provider will send a notification of receipt of the registration form along with the activation link to the email address provided by the User during registration.
5. If the User does not activate the Account within 48 hours of sending the notification, the notification will be sent again. If the User fails to confirm registration on the Website within 24 hours of re-sending the notification, registration will be cancelled.
6. At the moment of confirming the will to register in the Platform by the User, an agreement is concluded between him/her and the Service Provider for the provision of Services within the Platform, including maintaining the Account and providing Services for an indefinite period of time, on terms specified in the Terms and Conditions.

Section 6

Personal data

1. The Service Provider is the administrator of the User's personal data. Data are processed and placed in filing systems maintained by the Service Provider.
2. Users' personal data are processed for the purpose of performing Services and for statistical purposes, and if the User has given his/her consent or there is another reason for such processing - also for marketing purposes.
3. Submission of personal data upon registration and in the course of using the Platform is entirely voluntary, but at the same time necessary if the User wishes to use Services provided in connection with the Platform.

4. The User has the right to inspect the processed data concerning him/her and has the right to demand their rectification.

Section 7

Disclaimers

1. The Service Provider underlines that cryptocurrencies are not a legal tender and that all cryptocurrency transactions are associated with a particular risk of losing assets. Before carrying out cryptocurrency transactions, the User should perform his/her own assessment of transaction risk, in particular, familiarize himself/herself with the positions of market surveillance and regulation authorities such as the European Banking Authority (EBA) or competent national authorities (e.g. the Polish Financial Supervision Authority (KNF) or the Office of Competition and Consumer Protection (UOKiK).
2. When using the Service or carrying out any other trading in cryptocurrencies, the User should take into account all associated risks, in particular the risk of a sudden change of the cryptocurrency exchange rate (valuation) or lack of supervision over cryptocurrencies by public authorities, as well as specific risks associated with the functioning of the Exchanges, including the risk of insolvency of the Exchange selected by the User.
3. The Service Provider's activity in relation to the offered Service consists only in providing the systems enabling the User to order the purchase or sale of cryptocurrencies automatically and does not constitute a payment service (within the meaning of the PSD 2 Directive, i.e. Directive of the European Parliament and the Council 2015/2366), investment advisory services or investment activities (within the meaning of the MiFID Directive, i.e. Directive of the European Parliament and the Council 2004/39/EC), or any other regulated activity within the meaning of specific provisions of either Poland or the European Union.
4. Due to the nature of the Service, all liability of the Service Provider towards Users who are not Consumers is excluded, and if in accordance with the applicable laws, such a limitation is not possible - this liability is limited to the maximum scope permitted by the law. In the case of Users who are Consumers, parties are liable to each other on general terms, however, unless it violates the mandatory provisions applicable to a given Consumer law (including no prohibited contractual provisions), the parties' liability to each other is limited to the amount of the remuneration charged by the Service Provider from the User in relation to the event constituting the basis of the party's liability.
5. Liability of Users and the Service Provider on account of lost profits is excluded.
6. The Service Provider hereby informs Users that the use of the Service does not impact the security of funds deposited on an external Exchange. Funds are placed in portfolios on Exchanges selected by the User and the Service Provider has no impact on the security of these funds. When selecting the Exchange, the User should be guided, in particular, by

his/her own risk assessment, including the risk related to the loss of solvency of a given Exchange. The Service Provider is not liable to the User for the functioning of the Exchange selected by the User.

7. As part of its activity, including the Platform, the Service Provider does not provide consultancy services - in particular services related to investment consultancy.
8. The Service Provider is not liable for the actions of Users, on which the Service Provider has no impact - in particular, it is not liable for attempts of fraud or scams, as well as misleading, made by Users who are beyond the Service Provider's control.
9. In order to ensure the proper functioning of the Service, including improving its security or adding new functions, the Service Provider may carry out technical downtime, about which it will inform Users in advance whenever possible. The Service Provider exercises due diligence so that technical downtime is as little burdensome as possible for Users.

Section 8 Complaints

1. Complaints may be submitted by the User:
 - a. Electronically to the following email address: reklamacje@at.systems
 - b. In writing - to the following address: AUTOMATED TRADING SYSTEMS SP Z O.O. ul. Karłowicza 9, 40-145 Katowice
2. The complaint should contain a description of the objections raised and the person lodging the complaint in a manner enabling the Service Provider to identify him/her (e.g. by indicating the User's name or the email address used in the Platform).
3. The Service Provider considers complaints promptly, no later than within 30 days of its receipt. In the case of Users who are Consumers - the Service Provider's failure to respond to the complaint is tantamount to it being recognised.
4. The Service Provider provides a response to the complaint on a durable medium, in particular via email.
5. If the complaint must be supplemented - the Service Provider asks the User to supplement it.
6. The complaint procedure does not exclude the rights of the User, in particular of the User who is a Consumer, which he/she is entitled to under the applicable laws.
7. The User who is a Consumer has the right to pursue out-of-court methods of pursuing claims, in particular:

- a. Permanent Consumer Courts of Arbitration operating with the Regional Trade Inspector (for Users from Poland);
 - b. Municipal (powiat) Consumer Advocate (for Users from Poland);
 - c. Other bodies competent for a given State of the European Union for out-of-court methods of pursuing claims;
 - d. The ODR platform, available at: <http://ec.europa.eu/odr>;
- additional information on amicable settlement of disputes is available i.a. at: <http://polubowne.uokik.gov.pl>
8. No regulation of the present Terms and Conditions waives or restricts in any way the Consumer rights imposed by the provisions of law.

Section 9

Term of the Agreement and its amendment

1. The Agreement between Users and the Service Provider is concluded on the basis of the Terms and Conditions via the Platform. The Agreement is also terminated via the Platform.
2. In the case of Users who are not Consumers, the applicable law in matters related to the Terms and Conditions (including the Service) is Polish law. In the case of Users who are Consumers, the Polish law is applicable, however the choice of Polish law is made without prejudice to the protection provided to consumers with the mandatory provisions of the law of the state of their habitual residence, as well as European or other law applicable to the consumer - in accordance with the provisions of the Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I Regulation), this means in particular that if a consumer-specific national law provides for wider protection than that resulting from these Terms and Conditions or the Polish law - this broader protection is applied.
3. If any provision of these Terms and Conditions would lead to restriction of the Consumer's rights under applicable mandatory provisions of law (including those applicable under the Rome I Regulation), the use of which may not be limited or excluded in relation to the Consumer - they do not apply in relation to the User who is a Consumer.
4. The Service Provider is entitled to amend these Terms and Conditions (including the Agreement) only for important reasons indicated in subs. 5, provided that the User has been informed about the planned changes via email at least 7 days prior to the proposed amendment.

5. The following are considered important reasons for termination or amendment of the Terms and Conditions or the Agreement:
 - a. adjusting the Service or Platform to legal provisions affecting them;
 - b. change or introduction of new public and legal fees affecting the provision of Services;
 - c. improving the functionality of the Services or activities aimed at increasing the competitiveness of the Services;
 - d. improving security of the Services provided;
 - e. recommendations, guidelines or other types of instructions from public administration bodies, in particular financial markets supervisory authorities such as the EBA or competent national authorities (e.g. the Polish Financial Supervision Authority);
 - f. changes in the costs of services provided by external suppliers, maintenance costs and infrastructure maintenance in the scope used in the provision of Services.
6. The User's failure to object to the proposed changes is tantamount to consenting to them.
7. Prior to the proposed date of entry into force of the changes, the User has the right to terminate the Agreement with immediate effect, without incurring fees.
8. If the User objects to the proposed changes, but does not terminate the contract, the Agreement expires on the day preceding the entry into force of the proposed changes.
9. In the event of disputes between the Service Provider and a User who is not a Consumer, the competent court is the court competent for the seat of the Service Provider.

Section 10

Withdrawal from the Agreement

(applies only to Users who are Consumers)

1. A User who is a Consumer has the right to withdraw from the Agreement concluded with the Service Provider. He/she may withdraw from the Agreement concluded with the Service Provider within 14 days of its conclusion without giving any reason or incurring costs, subject to the provisions of subs. 3.
2. The Agreement may be withdrawn from in particular, by submitting a statement of withdrawal to the Service Provider, a specimen of which constitutes Annex No. 1 to the Terms and Conditions. The statement of withdrawal can be provided to the Service

Provider electronically or in writing to the addresses indicated in these Terms and Conditions.

3. The commencement of the provision of payable Services before the deadline for withdrawal from the Agreement takes place only at the request of the User who is a Consumer, submitted via the Platform. In the event of withdrawal from the Agreement after making such a request - the User bears the costs of the Services performed at his/her request.
4. The User may not withdraw from the contract for the provision of services, if the Service Provider has fully completed the service with the express consent of the Consumer who has been informed prior to the execution of the service that after the Service Provider completes the service, he/she loses his/her right to withdraw from the agreement;