

Website Terms of Use

By accessing and continuing to access this Website of AMINA Austria AG (“AMINA EU”, “we”, “us”, “our”) and all information and functionality contained herein (the “Website”), you confirm that you have read and understood and agree to these Website Terms of Use (“WToU”).

If you do not agree to these WToU, you must not continue to use the Website.

Access Subject to Local Restrictions

The Website is not directed at or intended for distribution to or use by any person resident or located in any jurisdiction where such distribution, publication, availability or use would be contrary to applicable law or regulation or would entail any registration or licensing requirements for AMINA EU within such jurisdiction. If such restrictions apply to you, you are prohibited from accessing this Website and must leave the Website immediately.

Ownership

All contents of the Website are under copyrights of AMINA EU, unless stated otherwise. AMINA EU reserves all rights and interest in all information and content on the Website. Nothing on this Website shall be construed as granting any licenses or right to use any intellectual property law in possession of AMINA EU.

No Offer, no Advice and no Client Relationship

All information, functionalities and material contained on this Website are provided for informational purposes only. Nothing in this Website shall constitute an offer or a solicitation to purchase or sell or enter into any other transactions in respect of any investment instruments, crypto assets or securities, effect any transaction or enter into any other legally binding relationship.

The information or opinions published on this Website (including in respect of any products and services) may not be suitable for you or available in the jurisdiction where you are located or resident. Accordingly the rules for the protection of private customers that apply in the jurisdiction in which you are located or in which you are resident may not apply, including if you access the Website in breach of the WToU.

AMINA EU does not provide investment, legal, tax, financial or other advice through the Website. No reliance should be had and no investment or other decisions should be made solely based on the contents or information found on the Website. If you want to make a decision about your investments, you should seek the advice of a professional financial advisor or qualified expert.

AMINA EU will not treat users of this Website as their clients by virtue of access to the Website. If you would like to become a client of us, you have to enter into a signed, written agreement between you and AMINA EU.

Risk Disclosure

Crypto-asset transactions involve substantial risks. Clients should carefully assess their risk tolerance and financial situation before engaging in crypto-asset services. When trading, transacting, investing or holding positions in crypto-assets, clients are hereby expressly warned about the risks associated with such activity, including but not limited to technological, operational, market and systemic risks as well as legal, regulatory and tax risks. These risks may differ from and/or apply in addition to those existing in relation to traditional assets including any traditional financial instruments or national and supranational currencies. In a worst-case scenario, the realisation of such risks may result in a total loss of the client's investment and potentially additional losses in excess of the original investment, depending on the type of crypto-asset and the specifics of the client's investment activity and exposure. For more detailed information, please refer to our information regarding 'Special Risks of Crypto-Assets', available [here](#).

Investing in crypto assets entails risks. If you are not familiar with the risks, we kindly ask you to leave the Website. If you understand the risks involved in investing in crypto assets, you confirm that you are able to take these risks by continuing to access the Website. Trading in crypto assets bears the risk of total loss of the amount invested. Crypto assets are very volatile and therefore may fluctuate extremely in a short period of time.

Disclaimers and no Reliance on forward-looking Statements

Opinions and estimates expressed on this Website constitute our judgement at the time of publication and may change at any time. Risks, uncertainties and other factors may influence expected outcomes in forward-looking statements so that results materially differ from expectations. Information and opinions expressed in this Website have been obtained from sources believed to be reliable, however we make no representation as to their accuracy or completeness and AMINA EU reserves the right to update the information on the Website at any time without prior notice.

Past performance should not be taken as an indication for futures performance and AMINA EU makes no representation or warranty regarding future performance.

The price and value of investments can fall and rise and certain investments, specifically investments based on distributed ledger technology, such as crypto assets and related investments, are subject to very high volatility and may experience sudden and large falls in value including loss of principal.

Content and Information

AMINA EU makes every effort to ensure the accuracy and completeness of information provided on the Website. The Website and its contents are provided ‘as is’ and ‘as available’.

AMINA EU has exercised the utmost care in compiling the information contained on the Website. Information provided on this website is constantly updated and checked for accuracy. However, neither AMINA EU nor any of its contracting partners makes any representation or warranty (whether express or implied) that any information published on the Website is accurate, reliable, up-to-date, or complete. In particular, AMINA EU is under no obligation whatsoever to update or remove outdated information or opinions from the Website or to mark them as being outdated. This limitation of liability does not apply to information relating to crypto-asset services under MiCAR.

AMINA EU hereby – to the extent permitted by Austrian law – expressly disclaims all warranties, express, statutory or implied, regarding the Website and any results to be obtained from the use of the Website and its contents. AMINA EU has not given any warranty that the Website will operate without errors or interruptions, that faults will be corrected, or that the Website and the servers from which information is accessed will be free of viruses, trojan horses, worms, software bombs, or other harmful components. AMINA EU accepts no liability in connection with such issues, except in cases of gross negligence, intentional misconduct, or personal injury.

Limitation of liability

AMINA EU declines – to the extent permitted by Austrian law and subject to the following paragraph – all liability for any direct or indirect loss or damage, including but not limited to loss of profit, that may be suffered as a result of information provided on the Website, or for any loss or damage resulting either directly or indirectly from use of the Website and the information contained therein or from risks associated with the applicable crypto markets. Liability for consequential loss and loss of profit is hereby also excluded.

Nothing in these WToU shall limit or exclude any liability that cannot be lawfully excluded under Austrian law, including liability for gross negligence, intentional misconduct, or personal injury.

Intellectual property, copyright, and trade mark rights

All components of the Website are protected by intellectual property laws and are the property of AMINA EU or third parties. You shall not acquire any rights, including rights in or to any software, trademarks or components of the Website, by copying, downloading or printing any material from the Website. Copyright notices and trademarks may not be

changed or removed. Components of the Website may not be reproduced in whole or in part in any manner or form (including electronic or printed form) without the prior written consent of AMINA EU or any other relevant third party and unless full acknowledgement of the source is provided.

You are not permitted to create hyperlinks or inline links from other websites to the Website of AMINA EU without the prior written consent of AMINA EU.

Potential conflicts of interest

AMINA EU, its directors, officers, employees or affiliates may have previously invested, may be currently investing, or may in future invest in crypto assets or other products and services in respect of which information or opinions are provided on the Website. It is also possible that AMINA EU has previously provided, is currently providing, or will in future provide services to the issuers of such crypto assets. Furthermore, it is possible that employees, officers or directors of AMINA EU have previously performed, are currently performing, or will in future perform certain functions on behalf of the issuers of such cryptocurrencies.

In accordance with Article 72 of MiCAR, AMINA EU, discloses in a prominent place on its Website the general nature and sources of any conflicts of interest referred to above, as well as the steps taken to mitigate them. This information is available [here](#).

Obligations of Users

Users are prohibited from using the Website for the distribution of immoral and / or illegal information or to infringe rights, in particular trademark, copyright, patent or personality rights and the private sphere, as well as interests of third parties worthy of protection. Users are obliged to comply with copyright, trademark, criminal and youth protection laws when using the Website.

Users are prohibited from publishing, disseminating or sending content that could fall under the criminal offences of “slander”, “libel”, “defamation”, “damage to credit” or “incitement” when using the Website. AMINA EU reserves all rights (copyright, trademark and other intellectual property rights etc.) to all retrievable content, in particular videos, texts, graphics, photos, logos / brands, designs including layout, software and their content. Users are not permitted to upload or distribute data and content (e.g. viruses, spyware, trojans) or to perform actions that could impair the operation of the Website or damage AMINA EU in any other way. Any use that could lead to a change in the structure of the Website and the software or program data is prohibited.

Links

Activating certain links on this Website may cause you to leave the Website. AMINA EU has no control over the content of such external websites, has not reviewed any of the external websites linked with or connected to this Website for completeness or accuracy and does not accept any liability, responsibility for and does not make any warranties or representations as to such websites or their contents.

Assignment and delegation

Both AMINA EU and its legal successors and agents are entitled to rely on the WToU. AMINA EU may assign any rights accruing to it under the WToU. AMINA EU may also delegate its duties or assign any of its obligations under the WToU to third parties.

Changes to the WToU

AMINA EU reserves the right to change these WToU from time to time. Please read these WToU whenever you access the website of AMINA EU to ensure that you agree to the terms of any amended version. If you do not understand, or do not agree with any of the terms contained in the WToU currently in effect, please exit the website of AMINA EU.

Applicable law / place of jurisdiction

Disputes arising from and in connection with the access to and use of the Website shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and Austrian conflict of law rules of Austrian international private law. In the case of actions against consumers, the competent court is the court at the consumer's domicile, habitual residence, or place of employment. In case of actions against users who are not consumers, the competent court for 1010 Vienna, Austria is agreed as the place of jurisdiction, but AMINA EU shall also be entitled to bring an action before any other competent court under applicable law.

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