

GENERAL TERMS AND CONDITIONS TO THE FRAMEWORK AGREEMENT (GTC)

regulating the general terms and conditions of the contractual relationship between the User and the Company established by the Framework Agreement concluded through the Platform effective as of 22.03.2023

The operator of the Platform is **Fintown s.r.o., Business ID: 17323657**, with registered office: Prvního pluku 211/5, Karlín, 186 00 Prague 8, registered in the Commercial Register kept by the Municipal Court in Prague under the registration number C 369924, represented by Mr. Maxim Vichorevy, the company's managing director, contact e-mail: admin@fintown.eu ("**Company**")

1. User

A User may become any natural person over 18 years of age who has sufficient intellectual qualities sufficiently to understand all terms and conditions of the Contractual Documentation.

The User, regardless of whether being an entrepreneur, always acts as a consumer in a contractual relationship with the Company.

2. Obligations of the User


The User is obliged to act personally in relation to the Company at all times. The Company is entitled to consider all actions taken when creating a Profile and when using it as actions taken personally by the User.

The User is obliged to use the Platform in a manner that is not detrimental to the Company or third parties, in accordance with Article 1 of the Platform Rules. The User is obliged to provide the Company with the truthful information provided in the Profile and to notify the Company of any changes thereto without undue delay in accordance with Article 4 of the Platform Rules.

The User expressly acknowledges the Company's right to set off its due and undue claims against its obligations to the User under the Framework Agreement.

3. Conclusion of the Framework Agreement

The Framework Agreement between the User and the Company is concluded exclusively remotely via the Platform, when creating a Profile in accordance with Article 2 of the Platform Rules. The text of the Framework Agreement is determined by the Company and the User has no possibility to change or amend it, he/she can either accept or reject it completely.

The User accepts the generated Framework Agreement proposal on the Platform by entering the verification code received from the Company via SMS to the phone number he/she entered when creating the Profile and pressing the "Confirm" button. With this step, the Framework Agreement becomes valid. The Framework Agreement becomes effective and binding for both parties upon the credit  of the User's first payment, the User's verification and the approval of the Profile by the Company pursuant to Article 2 of the Platform Rules.

4. Investments

The details of underwriting and commencement of Investments and the performance of obligations thereunder shall be set out in the GTCPL.

5. Communication between the User and the Company

The User communicates with the Company primarily through the Platform, where the contact form is also available. The User may also contact the Company at the e-mail address and hotline listed on the Company's website. The Company will answer the User's questions within 7 days at the latest by e-mail.

The Company communicates with the User primarily through the Platform, whereby in principle all changes to the Profile are notified to the User on their Profile and by email. The User has the option to change the frequency of email notifications in the Profile settings, but is not authorized to disable them completely. Important messages, which are in particular messages about the commencement or termination of the Investment, changes to the Contractual Documentation, blocking of the Profile, termination of the Framework Agreement, will be sent to the User immediately outside the set frequency of notifications.

The User expressly accepts that in matters relating to the Framework Agreement and the performance thereof, communication between the Parties will be made electronically via the Platform and by e-mail, that such communication has the force of a written communication, and that the sender is entitled to treat such communication as having been received on the day following its dispatch. The User undertakes to familiarize themselves with the content of all messages sent to them by the Company in this way.

6. Liability of the Company for damages

The Company is obliged to provide the Services to the User within the agreed scope and terms. The Company is liable to the User for damages incurred as a result of the Company's breach of its contractual or legal obligations. The Company is not liable for damages if the breach of its obligations is due to a conflict between several different obligations and the Company has given priority to a more important interest - in this respect, the legal obligation prevails over the contractual obligation, the obligation under special regulations prevails over the obligation under general regulations and the avoidance of conflicts of interest prevails over other obligations. The Company is not liable for damage that occurs under circumstances excluding liability pursuant to Section 2913(2) of the Civil Code, i.e. due to an extraordinary, unforeseeable and insurmountable obstacle arising independently of the Company's will. Such obstacle includes, but is not limited to, unexpected failure of the Platform, failure of the Internet connection or software, or failure of any other technical means.

The Company is not liable for damage to the extent that it was not foreseeable. In particular, how the User intends to dispose of the payment funds obtained from the investment is considered unforeseeable.

7. Resolution of User complaints and objections

The User is entitled to contact the Company with complaints and objections via its contact email admin@fintown.eu. The Company undertakes to resolve complaints and objections within seven (7) days and, in the case of a particularly difficult problem, within a period to be determined and communicated to the User within seven (7) days.

Any out-of-court resolution of consumer disputes is provided by the [Czech Trade Inspection](#) or the User may use the [European Dispute Resolution Platform online](#) operated by the European Commission.

8. Termination of the Framework Agreement

The Framework Agreement may be terminated:

1. by the User withdrawing from the Framework Agreement without giving reasons within fourteen (14) days of its conclusion using the form available on the User's Profile; the User expressly requests that the Company commence the provision of Services before the expiry of the withdrawal period, therefore the Company is entitled to reimbursement of the fees for the Services provided to the User prior to such withdrawal; the withdrawal is effective upon its delivery to the Company,
2. by notice from the User without giving any reason, using the form available on the User Profile; the notice period is fourteen (14) days,
3. termination by the Company for a serious breach of the User's obligations, for which the Company has blocked the User's account pursuant to Article 6 of the Platform Rules and the User has not fulfilled the conditions for its release or objected to the blocking for a period of one (1) month, or its objections have been rejected by the Company; the notice period is fourteen (14) days,
4. by notice from the Company because the Company will no longer provide the Services; the notice period is fourteen (14) days.

From the moment of delivery of the withdrawal or termination of the Framework Agreement to the other party, the User will not be allowed to subscribe for new Investments. The termination of the Framework Agreement is treated in the same way as if the User had proposed to terminate all its investments pursuant to Article 5 of the GTCPL, which proposal cannot be revoked by the User.

After the return of the Invested Amounts from all investments of the User, the Company will cancel the Profile in accordance with Article 7 of the Platform Rules.

Death of the User is not a reason for termination of the Framework Agreement. The Company will allow the Profile to be disposed of by the administrator of the estate or a beneficiary of the estate on the basis of a final decision issued in the succession proceedings. If there are more than one such person, the Company will allocate the funds in the Wallet and the User's Investments according to the specified shares, taking into account that the Profile may belong to only one person at any time.

9. Changes to the GTC

The Company is entitled to unilaterally change the GTC in accordance with the provisions of Section 1752 of the CC, but is obliged to notify the User of such changes at least two (2) weeks before their effectiveness. If the User does not agree with the changes, the User is entitled to terminate the Framework Agreement until the effective date of the changes. The User acknowledges that unless the User terminates the Framework Agreement for the reasons set out in the preceding sentence, the changes are effective as of the date specified in the notice.

