



Terms and conditions

1. Introductory provisions

BitPanther s.r.o., Roľnícka 374, 831 07 Bratislava, registered in the Bratislava I District Court Commercial Register, Section: Sro, file number: 70963/B, (hereinafter the "merchant") mediates the purchase and sale of BTC and altcoins (other cryptocurrencies except Bitcoin, such as Ethereum, Litecoin, Monero, Ethereum Classic, Monero, Zcash, Dogecoin, Dash, Ripple, Verge, Bitcoin Cash, Cardano, Metaverse, Decent, Stellar, EOS) based on the current portfolio (hereinafter referred to as "digital currency") through its website www.bitpanther.com. The merchant also offers devices- hardware wallets through www.bitpanther.com, where General Terms and Conditions can be found.

2. Purchase and sale of digital currency

The sale and purchase of digital currencies (hereinafter "Transaction") takes place with the customer filling in the order form and issuing the order confirmation containing payment instructions for the payment of the sent purchase price for the digital currency from the merchant to the email address of the customer (the composition of the digital currency in the electronic wallet account) with a limited time validity according to Slovak legislation. If the customer meets their obligation to pay the purchase price of the digital currency, thus composing the digital menu in the electronic wallet of the merchant during the order confirmation's period of validity, the merchant sends the amount corresponding to the purchase price of the digital currency without delay to the customer's address, or to the customer's bank account.

3. Payment of digital currency

The customer is obliged to pay the purchase price of digital currency and by cashless transfer. They can do so through financial services: 24Pay, payment Gateway Besteron (online banking), or through the BitPanther Credit service. The customer may offer to sell only the digital currency under their ownership on in their electronic wallet account. The possibility to pay the purchase price of the digital currency by cashless transfer from the bank account of a third party, namely the transfer of the digital currency owned by a third party and/or from the electronic wallet of third parties, is prohibited. Should these rules be violated, the merchant is not liable for any damage to the customer.

4. Risk of transactions

The customer is fully aware of all the risks associated with transactions with cryptocurrencies and their retention.

5. Customer identification

Out of caution the merchant is regarded as a liable person under Paragraph 2 of Act No. 253/2008 Coll., on some measures against the legalization of proceeds from criminal activities and terrorist financing (hereinafter "AALP"). Therefore, the merchant reserves the right to conduct customer identification under Paragraph 7 AALP, according to Act Paragraph 8 AALP, if the transaction exceeds €10,000 or irrespective of the limit, if the transaction is considered as suspicious business.

Customer identification takes place by completing the data requested in the registration form and submitting an identity card and other documents required by AALP. Customer identification also transpires by sending a confirmation SMS to the registered phone number of the customer.

The customer agrees to the merchant performing customer identification, in accordance with the above, in order to maintain the security and transparency of transactions and to protect the assets of other customers and the merchant, the above-described identification of the customer and undergoes to comply with it.

If the customer refuses to undergo identification or, in case of doubt on the veracity of the information provided by the customer or the authenticity of the documents presented the merchant will refuse to execute the transaction with the customer.

6. Order cancellation

The merchant has the right to cancel the order without reason, when the amount paid by the customer for the purchase of digital currencies is sent back to the bank account, namely, the electronic wallet account from which the amount was sent.

The customer also has the right to cancel a confirmed order without stating the reason by using the link in the email confirming the order if they entered a command to transfer the amount corresponding to the purchase price of the digital currency and thus the amount of the sold digital currency to the bank account (electronic wallet account) of the merchant, the however relevant amount has not been yet credited to this account.

The amount credited to the merchant's account by the customer will then be refunded to the account from which it was sent. Although the merchant does not charge for such return transfers, they may, however, be charged according to the valid price list of the relevant banks.

In accordance with Paragraph 1837, letter b) of Act No. 89/2012 Coll., the Civil Code, the customer can terminate the contract with the merchant under these Conditions due to the price of digital currency, which is subject to their contractual relationship, depending on fluctuations of the financial market independently of the will of the merchant.

7. Limitations of merchant liability

The merchant guarantees the customer that the transaction will either be canceled or executed. The execution of the transaction occurs the moment of sending the ordered digital currency from the electronic wallet account (at the time of sending the corresponding amount of the purchase price for the value of the digital currency to the bank account), given by the customer in the order.

In the event of failure to execute the transaction for any reason, the amount of the purchase price of the digital currency that the customer paid (the digital currency credited to the merchant's electronic wallet account) is promptly returned to the bank account (electronic wallet account) from which it was sent.

The liability of the merchant for any loss or damage arising or resulting from an erroneous account number, electronic wallet (bank account), loss or misuse of passwords to the electronic wallet (bank account), or an email address. The liability expires in the event of loss of the Internet network or P2P digital currency network, or due to the negligence of the customer or a third party. Liability does not apply either to the unlawful conduct of the customer or any violation of the provisions of the Terms and Conditions, the closed purchase contracts based on the acceptance of customer orders.

The liability of the merchant expires even in case of damage and loss caused by force majeure, or due to court decisions and the decisions of other state bodies or changes in legislation.

8. Claims

A transaction that was made is only possible to claim only in the cases and manners provided for by applicable legislation.

9. Privacy policy

9.1. The Contracting Parties agree that the customer, in the case of a natural person, is obliged to provide the merchant with their name, permanent address including postal code, telephone number and e-mail address.

9.2. The Contracting Parties agree that the customer, in the case of a legal person, is obliged to provide the merchant with their business name, domicile address, including postal code, ID number, telephone number and e-mail address.

9.3. The customer can check and change the provided personal data at any time, as well as cancel their registration after logging on to the online shop website in the "My Profile" section.

9.4. The merchant hereby informs the customer that under the provision of Paragraph 10, Sec. 3, Letter b) of Act No. 122/2013 Coll. on Personal Data Protection and on amendments to certain laws, as amended (hereinafter the "APDP"), the Merchant as the provider will process the personal data of the customer during the process of concluding a purchase contract without their consent as the concerned person, since the processing of personal customer data will be carried out by a merchant in pre-contractual relations with the customer and the customer's personal data processing is necessary for the performance of the purchase contract in which the customer acts as one of the Contracting Parties.

9.5. The customer can give their consent before sending the order by checking the appropriate box under the provision of Paragraph 11, Sec. 1 of the Act, to the merchant to keep and process their personal data, in particular those mentioned above and/or those necessary for the merchant's business relating to sending information on new products, discounts and promotions on offered goods.

9.6. The merchant undertakes to handle and process the customer's personal data in accordance with the applicable laws of the Slovak Republic.

9.7. The merchant declares that, in accordance with the provision of Paragraph 6, Sec. 2, Letter c) of APDP, they will collect personal data solely for the purpose stated in these Terms and conditions.

9.8. The merchant declares that, in accordance with the provision of Paragraph 6, Sec. 2, Letter e) of APDP, they will separately collect personal data for purposes other than those referred to in these Terms and claims conditions and ensure that personal data are processed and used only in a manner corresponding to the purpose for which they are collected and that they will not mix with those personal data collected for other purposes.

9.9. The customer will be prompted before sending the order to confirm by checking the box before sending an order that the merchant stated to them in a sufficient, clear and unmistakable way:

a) its identification data referred to in Art.1 of these Terms and conditions

b) the purpose of processing personal data, which is the purchase contract between the merchant and the customer

c) that they will process the customer's personal data including name, permanent address including postal code, telephone number and e-mail address if the customer is a natural person, and to the extent of the business name, domicile including postal code, ID number, telephone number and e-mail address if the customer is a legal person

d) that the customer is obliged to provide the required personal data

9.10. The merchant declares that they will process personal data in compliance with good morals and act in a way that does not contravene the APDP or other

generally binding legal regulations along with compliance with good morals, and that they will not circumvent them. The merchant declares that the data subject's consent will not be enforced nor be conditional with the threat of rejecting the contractual relation, service, goods or duty of the merchant.

9.11. The customer has the right to require from the merchant upon written request:

a) a confirmation whether the personal data concerning them are or are not processed

b) the purpose of the personal data processing

c) the information regarding the processing of their personal data in the information system in a generally intelligible form and information concerning the system's status within the range of:

i.) the identification data of the merchant and the merchant's representative, if appointed

ii.) the identification data of the intermediary; this does not apply if the merchant, when collecting personal data, does not comply with Paragraph 8 of the APDP

d) accurate information in a generally intelligible form concerning the source from which they received the personal data for processing

e) the complete personal data in a generally intelligible form that are the subject of processing

f) additional information necessary for the customer to secure the rights and legally protected interests in the scope with respect to all the terms and conditions of the personal data processing, particularly

i.) advice on voluntariness or obligation to provide the requested personal data; if the merchant collects the customer's personal data with the consent of the customer according to Paragraph 11 of the APDP, will notify the customer also about the time of the consent's validity; and if the customer's obligation to provide personal data is statutory-wise directly from the enforceable legally binding act of the European Union, an international treaty binding the Slovak Republic, or the Act, the merchant will notify the customer regarding the legal basis imposing this duty and will notify them about the consequences of refusing to provide personal data

ii.) information on third parties, if it is expected or is obvious that the personal data will be provided to them

iii.) the range of beneficiaries, if it is expected or obvious that their personal data will be made available;

iv.) a form of disclosure if personal data are to be disclosed

v.) third countries, if it is expected or obvious that the transfer of personal data will go to these countries

g) correction of their incorrect, incomplete or not updated personal data that are the subject of processing

h) disposal of their personal data, if the purpose of their processing was fulfilled; if the subject of processing are official documents containing personal data, they may request their return

i) disposal of personal data that are the subject of processing, in case of a breach of the APDP or other applicable laws of the Slovak Republic.

9.12. Based on a free written request, the customer has the right to object against the merchant:

a) processing their personal data, concerning which it is assumed that they are or will be processed for direct marketing purposes without their consent and seeking their disposal

b) the use of personal data referred to in Paragraph 10, Sec. 3, Letter d) for the purposes of direct marketing by post, or

c) the provision of personal data referred to in Paragraph 10, Sec. 3, Letter d) for direct marketing purposes

9.13. The customer has the right, based on a free written request, to object against the merchant processing personal data in cases pursuant to Paragraph 10, Sec. 3, Letter a),

e), f) or g) of the APDP by stating legitimate reasons or by submitting evidence of infringement of their rights and legally protected interests that are or may be damaged in a particular case through such processing of personal data; unless prevented by legal reasons and the fact is demonstrated that the customer's objection is justified, the merchant is obliged to immediately block and destroy without undue delay the personal data about which the processing customer complained, as soon as circumstances permit.

9.14. The customer, upon written request or personally, if the matter is urgent, also has the right to object and refuse to submit to the merchant's decision at any time, which would have legal effects or would significantly affect them, if such a decision is made exclusively on the basis of the automatic processing of their personal data. The customer has the right to ask the merchant to investigate the issued decision by a method other than automatic processing, while the merchant is required to meet the customer's request, so that an authorized person will have a decisive role in arriving at a decision; the merchant informs the customer concerning the investigation method and results within the period under paragraph hereof. The customer does not have this right only if so provided by a special law, in which the provisions are adjusted in order to ensure the legally protected interests of the customer, or if the merchant issued a decision that satisfies the customer within the pre-contractual relations or during the existence of contractual relations or the merchant, under contract, has adopted other appropriate measures to ensure the customer's legally protected interests.

9.15. If the customer exercises their right in writing and from the content of their application it is obvious that they exercise their right, the application is deemed to be submitted under this Act; the customer will deliver the application submitted by email or fax within three days from the date of its sending.

9.16. Upon the customer suspecting that their personal data are being processed without authorization, they may file a notice with the Office for Personal Data Protection. If the customer does not have legal capacity to the fullest extent, their rights may be exercised by their legal representative.

9.17. The merchant shall be obliged to deal with the customer's application, according to the articles of these Terms and conditions, or meet customer's requirements according to APDP and to inform about it in writing at the latest within 30 days of receipt of the application or request.

9.18. Upon restricting the rights of the customer, according to Paragraph 28, Section 2 of APDP the merchant will immediately notify the person concerned and the Office on Personal Data Protection.

9.19. The merchant hereby notifies the customer, that in accordance with the provision of Paragraph 15, Sec. 1, Letter e), Points 3 and 4 of APDP, it is assumed that the customer's personal data will be, during its processing, provided and made available to the following third parties, or circle of beneficiaries:

TaxWise s.r.o., with domicile Žltá 3, Bratislava 851 07, ID: 50 320 734, registered in the Bratislava I District Court Commercial Register, Section: Sro, File No. 111777/B.

10. Final provisions

10.1. In the case of the conclusion of the purchase contract in writing, any amendment thereof must be in writing.

10.2. The Contracting Parties agree that communication between them will be carried out in the form of e-mail messages.

10.3. The relations not governed by these Terms and conditions are covered by the relevant provisions of the Civil Code Act, Act No. 22/2004 Coll. on electronic commerce and on amendments to Act No. 128/2002 Coll. on state control of the internal market in matters of consumer protection and on amendments to certain acts as amended by Act No. 284/2002 Coll. as amended, and Act No. 102/2014 Coll. on consumer protection in distance selling.

10.4. These Terms and conditions shall come into force in regards to the customer upon closing the purchase contract.

10.5. Before sending an order the customer will be prompted to check the box confirming that they are familiar with these Terms and conditions, that they have read them, understand their content and fully agree with them.

These Terms and conditions are valid from 1/1/2018.



BkPanther s.r.o.
Rohnícka 10048/374, 831 07 Bratislava
IČO: 46049045 DIČ: SK2023219396