

# HOLYMINT TERMS AND CONDITIONS

## 1. INTRODUCTION

These Terms and Conditions (“Terms”) apply to *HolyMint* services, being provided and owned by FundFlow s.r.o., a company incorporated under the laws of the Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under number 21912904, with its registered office at Michalsky 966/74, Michle, 141 00 Praha 4 (hereinafter the “Company”, “we” or “us”).

The Company operates, owns and manages the online services known commercially as *HolyMint* (the “HolyMint” or “Services”), accessible at <https://holymint.cards/> through which the Client may access and use the Services described herein. By accessing or using the Services, you agree to be bound by these Terms, which govern your relationship with the Company.

## 2. DEFINITIONS

In these Terms the following definitions shall have the following meanings:

- **AML regulations** – rules and obligations under Czech Act No. 253/2008 Coll., on Selected Measures against Legitimization of Proceeds of Crime and Financing of Terrorism, and related EU directives, requiring obliged entities to identify and verify customers, monitor transactions, report suspicious activities to the Financial Analytical Office (Finanční analytický úřad, FAÚ), and adopt measures to prevent the laundering of criminal proceeds.
- **Client or You** –any natural or legal personal to whom the Company grants access to the Services;
- **CFT regulations** - obligations under Act No. 253/2008 Coll. and EU law to detect, prevent, and report any activities that could involve the collection or movement of funds intended to finance terrorism, including sanctions screening and cooperation with the Financial Analytical Office (FAÚ) and other competent authorities.
- **Services** –the Company’s online system through which Clients can request to issue their Virtual Cards, and initiate the card funding;
- **Third Party Funding Provider** –an external, regulated service provider cooperating with us in performance of the Services for the purpose of facilitating cryptocurrency-based card funding.

## 3. ELIGIBILITY

3.1. To access and use the Services and any of the Company’s Services, you must be at least 18 years of age. By applying for access to the Company’s Services, opening an account, or otherwise using the Services or any of the Company’s Services, you represent and warrant that:

- (i) As an individual you are at least 18 years old;
- (ii) As an individual or legal entity you have full legal capacity and sufficient authorization to enter into binding agreement;

- (iii) You have not been previously suspended or removed from using the Services or any of the Company's Services;
  - (iv) Neither you, your company, nor anyone who controls or directly or indirectly owns your company is a target of geo-political sanctions imposed or recognized by the EU and or US;
  - (v) Your use of the Company's Services is legal in your local jurisdiction and does not violate the laws of country in which you reside or of which you are a citizen, as well as any other international law applicable to you and/or your company;
  - (vi) You understand the nature of virtual cards, cryptocurrency-related funding process, and the associated risk;
  - (vii) You will comply with these Terms and all applicable laws and regulations.
- 3.2. Access to and use of the Services may be restricted, whether generally or from time to time, based on geographic location or other factors, determined at our sole discretion.
- 3.3. The Company may implement technological or other controls to restrict access from the particular geographic locations. While travelling to so called high-risk locations, you may not be able to access the Company's Services.

#### **4. KYC, IDENTIFICATION, AND AML COMPLIANCE**

- 4.1. The Client shall complete certain identification, verification, and other Know Your Customer (KYC) procedures before being permitted to use the Company's Services, in accordance with Czech and EU anti-money laundering and counter-terrorist financing laws.
- 4.2. The Company may use third-party services or other third-party assistance to conduct identification, verification, or other KYC procedures.
- 4.3. Failure to complete KYC procedures to the Company's satisfaction will result in denial of access to the Services.
- 4.4. The Company may block or restrict any transaction or Virtual Card if it is suspected to be linked to money laundering, terrorist financing, fraud, or any unlawful activity, or if required by law, regulator, or payment scheme.

#### **5. GDPR COMPLIANCE AND DATA PROTECTION**

- 5.1. The Company complies with the EU General Data Protection Regulation (GDPR) and applicable Czech data protection laws.
- 5.2. The Company acts as a data controller, and processes personal data solely for purposes related to Services provision, legal compliance, and legitimate interests, and will obtain consent for processing where required.
- 5.3. Client data may be shared with third parties, including payment schemes, banks, regulatory authorities, and the Third-Party Funding Provider, where necessary for Services provision or where the Client has provided explicit consent.
- 5.4. Other details of processing, including sharing, retention, applicable laws, rights and obligations are described in *HolyMint* Privacy Policy available at <https://holymint.cards/>.

#### **6. DIRECT MARKETING**

- 6.1. The Company may use the Client's personal data, and other information collected from the Client, for direct marketing purposes to provide information about our Services, including new products, promotional offers, and Services updates, strictly subject to the Client's prior consent.
- 6.2. The Client may withdraw such consent at any time by notifying the Company at [info@holymint.cards](mailto:info@holymint.cards). Withdrawal will not affect the lawfulness of processing before such withdrawal.

## **7. INTELLECTUAL PROPERTY**

- 7.1. All content, trademarks, logos, materials and other accessible data are owned or licensed to us.
- 7.2. You may not copy, modify, distribute, or use the above without our prior written consent.

## **8. PROHIBITED ACTIVITIES**

You may not use the Services or the Virtual Cards for any unlawful or prohibited purpose, including but not limited to:

- (i) Engaging in any activity that violates applicable local, national, or international law or regulations;
- (ii) Conducting or facilitating fraudulent transactions;
- (iii) Laundering funds, financing terrorism, or any other activity prohibited under AML/CFT regulations;
- (iv) Dealing in products or services that infringe Intellectual Property Rights;
- (v) Selling or purchasing prohibited goods or services, including but not limited to:
  - a. Illegal drugs, controlled substances, and related paraphernalia;
  - b. Firearms, ammunition, explosives, or weapons;
  - c. Counterfeit goods or currency;
  - d. Multi-level marketing or pyramid schemes;
  - e. Activities promoting hate, violence or discrimination;
- (vi) Using the Services for transactions involving sanctioned countries, entities or individuals;
- (vii) Interfering with or disrupting the integrity or performance of the Services;
- (viii) Attempting to gain unauthorized access to the Services or other accounts.

## **9. CRYPTOCURRENCY FUNDING**

While funding Virtual Cards via cryptocurrency through the Third-Party Funding Provider you must not:

- (i) Engage in crypto transactions from or to wallets associated with illicit activities;
- (ii) Use mixing services, tumblers, or privacy coins for the purpose of concealing transaction origins;
- (iii) Violate any applicable cryptocurrency-related laws or regulations (i.e. MiCA).

## **10. LIMITATIONS OF WARRANTIES AND LIABILITY**

- 10.1. The Company provides the Services on an “as is” and “as available” basis without warranties of any kind, either express or implied.
- 10.2. To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 10.3. The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly.

## **11. ENFORCEMENTS**

The Company may suspend or terminate your access to the Services if it reasonably suspects you have violated this Policy. In such cases, the Company may report your activities to relevant authorities and share necessary data in accordance with applicable laws and the Privacy Policy.

## **12. ACCOUNT CLOSURE**

- 12.1. The Client may request account closure by providing written notice to the Company and settling all outstanding obligations.
- 12.2. The Company may close the account immediately if the Client breaches these Terms, fails to meet AML/CFT obligations, or if required by law or regulator.
- 12.3. Upon account closure, access to the Services will be terminated, and data will be retained as required by law.

## **13. REFUNDS AND CALCULATIONS**

- 13.1. The Company does not provide the refunds for the provided Services, unless the Services have been provided with the gross negligence or fraud.
- 13.2. There is no possibility to refund the Customer the fees for the use of Services for any period.

## **14. GOVERNING LAW AND JURISDICTION**

- 14.1. These Terms shall be governed by the laws of the Czech Republic.
- 14.2. Any disputes shall be subject to the exclusive jurisdiction of the courts in Prague, Czech Republic.

## **15. CONTACT US**

- 15.1. For any questions or concerns regarding these Terms, your account, or any other, Services-related queries, please contact us at:

E-mail: [info@holymint.cards](mailto:info@holymint.cards)

Address: FundFlow s.r.o, Michalsky 966/74, Michle, 141 00 Praha 4

## **16. TERMS UPDATES**

We may update and change these Terms from time to time at our own discretion, based on the changes of use, applicable laws and regulations, changes in technology, or changes to our business. Any changes made to these Terms will be posted on our website at <https://holymint.cards/>.

These Terms were last updated on August 2025.