

General Terms and Conditions

of Tramac SA, Rue du Rhone 14, CH-1204 Geneva / SWITZERLAND (Tramac)

Content

1.	Scope of the GTC and Definitions	2
2.	Additional rules	2
3.	GTC version and change reservation	2
4.	Intellectual property and rights of use	2
5.	Giracoin as a cryptocurrency	3
6.	Publicly available blockchain	3
7.	No open source code during the business activities of Tramac	3
8.	Tokens and their conversion into Giracoins	3
9.	Online platform "Monavo"	4
10.	Online platform "Girapay"	5
11.	Online platform "Tramac KYC"	5
12.	No deposits with Tramac / No bank, trusteeship or administration.....	5
13.	Transactions and transaction restrictions.....	5
14.	Data security.....	6
15.	Identification.....	6
16.	Prohibition of trusteeship.....	7
17.	Protection of access authorisation	7
18.	Privacy Policy	7
19.	Comments and opinions.....	8
20.	Links / shortcuts.....	8
21.	Violations of laws and regulations / notification to authorities	8
22.	Offers / conclusion of Contract	8
23.	Your right to rescind your online order.....	9
24.	Prices / invoicing / means of payment / due date	9
25.	Delivery.....	9
26.	Bonuses.....	9
27.	Legal and regulatory framework	9
28.	Change of products and services	10
29.	Technical specifications	11
30.	Failure to meet expectations	11
31.	Imitation	11
32.	Place of performance	11
33.	Use of vicarious agents	11
34.	Transfer	11
35.	Termination of the business relationship.....	11
36.	Violation of the Terms and Conditions and termination of business relations.....	12
37.	Termination of Tramac's business activities.....	12
38.	Liability, warranty and indemnity.....	12
39.	Force majeure.....	12
40.	Language.....	13
41.	Severability clause	13
42.	Applicable law.....	13
43.	Place of jurisdiction	13
44.	Contact/Address	13

1. Scope of the General Terms and Conditions, and Definitions

These General Terms and Conditions ("GTC") apply to all current and future relationships between Tramac SA and its current and future parent, subsidiary and/or sister companies (all together "Tramac") on the one hand, and you on the other hand as the user of one of the services, products and/or (Internet) services offered by Tramac (all together "Products and Services" and/or "Services" from Tramac).

Before you may obtain or use Products and Services offered by Tramac, you shall read all the provisions of these GTC and agree to these GTC in their entirety, including all further regulations mentioned therein.

2. Additional rules

In addition to these GTC, all other terms, policies, restrictions and/or rules published by Tramac in relation to their Products and Services on their websites shall apply to you.

3. GTC version and change reservation

These GTC are the current ones and replace all previous general terms and conditions of Tramac.

Tramac reserves the right to amend these GTC at any time. Amendments will be communicated to you in a suitable manner, in particular by means of corresponding publications on the Tramac websites, namely by publishing the amended GTC on the Tramac websites.

Significant changes to these GTC will be announced to you on the Tramac websites at least 30 days before their entry into force. If you do not object within these 30 days, your consent to all amendments to these GTC shall be deemed to be given.

You have the opportunity to view these GTC in their current version via the Tramac websites at any time.

4. Intellectual property and rights of use

The intellectual property, all copyrights and rights of use, trademarks, images, logos, information and other resources as well as similar rights in and to the Products and Services distributed by Tramac, their software, the blockchain etc. shall in any case (also, e.g., in the event of a purchase of Giracoins, the use of the platforms, the wallets, etc.) remain with Tramac.

To the extent that you legally download or use Tramac's software on your computer, device, or any other platform as part of the purchase and use of Tramac's Products and Services, Tramac grants you a revocable, non-exclusive, non-transferable and non-sublicensable free and limited license to use this software in accordance with these GTC and the additional rules applicable to the product or service, for the exclusive use by yourself. You may not sell, rent, lend or otherwise make these rights of use available to any other person. You shall keep the software in its condition as delivered to you and may not modify, reproduce, distribute, display, publish, reverse engineer or otherwise influence it in any way.

Should Tramac rely on any of your intellectual property rights for the provision of its Products and Services, you hereby grant Tramac a free and limited right of use for the purposes of the service provision by Tramac and for the duration necessary for that service provision.

5. Giracoin as a cryptocurrency

Tramac offers the "Giracoin", a cryptocurrency (virtual currency), sells this Giracoin and rights to it ("tokens"), respectively, and provides services relating to the Giracoin. The Giracoins are created ("mined") on the blockchain programmed by Tramac.

The Giracoin is a pure arithmetic unit, it does not exist physically. The amount of already mined and circulating Giracoins steadily increases up to a maximum and no longer changeable number of 21 billion and may be checked in the block explorer (<https://blockexplorer.giracoin.com/insight/>) at any time.

The blockchain verifies and seals all transactions made with Giracoins and thus ensures the correct allocation and recognition of the Giracoins to the users of the services offered by Tramac. You have no right to the release or storage of Giracoins or an equivalent as material object.

The Giracoin is a medium of exchange, but it is not money. You have no legal claim against any person and/or institution for acceptance of Giracoins as payment. Tramac does not provide anyone any right to convert Giracoins into money. Neither does Tramac make any representations or warranties regarding the value, the expectation of value and/or the lasting value of the Giracoin.

6. Publicly available blockchain

Tramac operates the blockchain on its own IT infrastructure and/or an IT infrastructure controlled by it. The blockchain is written and updated by using computational methods in order to verify and seal the creation and each transaction with Giracoins. The blockchain operated by Tramac is publicly available.

You may verify the transactions of the various wallets, including web wallets, desktop wallets and app wallets, at any time, and you expressly agree that others may verify your wallet transactions. The block explorer is available under the following Internet address: <https://blockexplorer.giracoin.com/insight/>

Tramac is entitled to adapt the programming of the blockchain, as far as technically feasible, to the needs of Tramac and the market at any time.

7. No open source code during the business activities of Tramac

The blockchain's source code is not available to the public. In contrast to a decentrally produced cryptocurrency (such as Bitcoin) with an open source code, the Giracoin blockchain is controlled by Tramac alone.

However, Tramac is entitled to make the source code public completely or partially at any time.

Tramac's blockchain is programmed to release the source code so that all users may continue to use their Giracoins independently of Tramac in the event that Tramac should cease its business activities. This ensures that payment transactions with Giracoins continue to function even in the event that Tramac does no longer exist. Giracoin will then function in a decentralised way, like an open source cryptocurrency (e.g., Bitcoin).

8. Tokens and their conversion into Giracoins

The blockchain mines Giracoins continuously and independently of the sales of tokens and/or Giracoins. Tramac cannot speed up or slow down this process (only the blockchain itself is programmed in such a way that more computing power in the system leads to the tasks becoming

harder, and that more information to process or less computing power in the system leads to the tasks becoming easier. This shall ensure that the blocks are sealed as consistently as possible). Therefore, it cannot be guaranteed that at any time someone wishes to buy Giracoins, the necessary number of Giracoins has already been mined.

However, in order to obtain a binding right to Giracoins immediately, you may acquire tokens as a binding right to Giracoins. You may put these tokens into mining at any time and independently from Tramac, and thus require their conversion into Giracoins. The respective mining process' duration again depends, amongst other things, on how many tokens have been put into mining and how many Giracoins have been mined.

The computational conversion rate of tokens in Giracoins is variable. You may view that conversion rate on www.girapay.com at any time. The conversion rate at the time you put the tokens into mining shall always be decisive, not the conversion rate when you acquire the tokens. You accept that Tramac does not ensure or guarantee a specific conversion rate of tokens to Giracoins and that the conversion rate between the purchase of a token and its conversion into Giracoins may be reduced. You are aware of this risk and discharge Tramac from any liability for this risk.

In individual cases, you may also buy Giracoins directly from Tramac. However, due to the technical manufacturing process (the Giracoins are continuously being mined by the blockchain), it is imperative that, at the relevant time, the blockchain operated by Tramac has already mined more Giracoins than tokens therefor were purchased or put into mining.

9. Online platform "Monavo"

Tramac operates a trading platform on the website www.monavo.com, through which goods and services of Tramac's contractual partners (Tramac's contractual partners hereinafter referred to as the "Contractual Partners" and the Contractual Partner's goods and services hereinafter referred to as "offers") may be offered and purchased in exchange for Giracoins. The platform's aim is to create exclusive shopping opportunities for customers all over the world and to bring customers together with sellers.

Tramac only provides you and its contractual partners with the platform. Tramac is, however, not involved in the correspondence and contract negotiations between you and the Contractual Partners. Tramac is not a party to the contracts which are concluded between you and the Contractual Partners through the platform or otherwise, and Tramac is neither obligated by nor in connection with these contracts. Tramac is neither involved in the settlement of payment transactions nor in the payment process between you and a Contractual Partner. The customer and trader regulate the exchange of goods/services and its payment directly and without involvement of Tramac.

Tramac neither guarantees you that the purchased offers are delivered and/or provided, nor guarantees to the traders that the purchase prices are paid. Tramac does not grant any warranty as to the right in and to the goods sold on Monavo, or as to these goods' condition.

Tramac is not obliged to upload any offers on the Girapay platform which are illegal under Swiss or foreign law and/or which are immoral. Further, Tramac is entitled to delete such illegal and/or immoral offers from the platform without prior warning. Tramac is, however, not obliged to check the offers for their content, neither when an offer is initially published nor during such offer's publication on www.monavo.com. Subsequent cancellation of unlawful and/or immoral offers shall not entitle you or a Contracting Party to reclaim any payments already made to Tramac.

10. Online platform "Girapay"

Tramac operates the online transaction platform Girapay (www.girapay.com). In order to do so, Tramac provides different virtual "ws" (including web wallet, desktop wallet, app wallet etc.) in which you may hold Giracoins and other cryptocurrencies. Through Girapay, transactions may be made in Giracoin and/or other cryptocurrencies.

The current costs for the use of the Girapay platform, in particular the transaction fees, may be found on www.girapay.com.

Next to the "proof of work" (= Giracoins as a reward for the active mining), Tramac also uses a "proof of stake", in which the desktop wallets of users also automatically participate in the sealing of blockchain blocks, and so again produce Giracoins as a reward. In the form of this proof-of-stake procedure, the user may generate additional Giracoins as a reward for using the program's processing power for Tramac. The user is aware of and agrees to this.

Tramac only provides the software and the platform, respectively, and thus the access to the process performance of the blockchain. Tramac does not hold and/or manage any funds from you, neither in cryptocurrencies nor in money. All transactions via the Girapay platform are processed by the blockchain in accordance with your inputs, without Tramac having any influence on it.

11. Online platform "Tramac KYC"

With the online platform Tramac KYC, Tramac has developed a modern web application that enables you to exchange Giracoins or other cryptocurrencies with other users for other cryptocurrencies or money. Tramac KYC users benefit from fast transaction processing, along with low transaction fees. The specific costs for using the Tramac KYC platform, namely the transaction fees, may be found on the homepage.

Tramac only provides the software and platform, respectively, and thus the access to the process performance of the blockchain. Tramac does not hold and/or manage any funds from you, neither in cryptocurrencies nor in money. All transactions on the Girapay platform are processed by the blockchain in accordance with your inputs, without Tramac having any influence on it.

12. No deposits with Tramac / No bank, trusteeship or administration

Giracoin is not money, and Tramac is not a bank. None of the services offered by Tramac, in particular not in connection with the Giracoin and the processing of transactions with the Giracoin (namely in the form of the operation of the various platforms Monavo, Girapay and Tramac KYC), implies that, at any time, you have a "deposit" or a deposit account with Tramac within the meaning of the Swiss banking legislation.

You acknowledge that Tramac is not a bank, and that its Products and Services are not banking services. You acknowledge that Tramac is not acting as your trustee or asset manager.

13. Transactions and transaction restrictions

On its online platforms, in particular Monavo, Girapay and Tramac KYC, Tramac only provides the software and platform, respectively, and thus the processing service with which you may register transactions for processing in the blockchain. The registered transactions are processed by the blockchain in an automatic process. This process is pre-programmed and protected against any interference. This ensures every transaction is correctly verified and sealed. Tramac as well

can, therefore, not intervene in this process. Neither can it undo transactions verified and sealed by the blockchain.

In the case of transactions entered by you incorrectly, namely erroneous transfers, you may contact Tramac in writing or by email. Tramac will then inquire whether the recipient of the erroneous transaction agrees to a voluntary return transfer. If he does not, Tramac will provide you with the contact details of the recipient so that you may contact him and pursue a retransfer, respectively. Tramac has no further obligations in this process.

Tramac does not handle transactions and payments; Tramac does not hold and manage funds from you and third parties in the various wallets; Tramac only provides access to the blockchain. Tramac is not involved in the settlement of payment transactions and payment processes of the parties involved. Tramac does not guarantee a specific processing time for transactions.

Tramac is under no obligation to monitor or verify your transactions in Giracoin or any other currency on these platforms. You are yourself responsible for transactions in Giracoin or other currencies registered by you through your inputs on a platform operated by Tramac.

Due to regulatory conditions, transfer restrictions and/or prohibitions may exist or become necessary in the future. You acknowledge that in such a case Tramac Products and Services may only be available on a limited basis or may no longer be available at all. You acknowledge this risk and release Tramac from any direct and indirect liability and responsibility associated therewith.

14. Data security

Tramac designs its Products and Services to the best of its ability and according to the current state of the art ("best effort").

However, information technology is never completely secure. Attacks and manipulations of all kinds are possible, both on Tramac systems and on your systems or those of third parties. Inter alia, hacker attacks, virus attacks, fishing and phishing, mining attacks, etc., but also power cuts or the like, are conceivable. You acknowledge this risk and release Tramac from any direct and indirect liability and responsibility associated therewith.

You are obliged to inform Tramac immediately if you have been the victim of a computer attack and Tramac products or services are or may be affected.

15. Identification

Tramac places great value on the correct identification of the users of its platforms for transactions with Giracoins and any beneficial owners behind such users. Tramac uses different identification methods.

You are obliged to provide Tramac correctly and at any time with all information about your identity, your stay and your economic circumstances requested at the time of registration or later. In particular, you are obliged to provide Tramac with documents regarding your identification (e.g., via upload), such as a copy of an official ID, a copy of a current consumer bill (gas, electricity, telephone, etc.), explanations on the beneficial ownership (Form K and the like).

In the event of any changes to the information provided, you are obliged to notify Tramac of any such changes in writing and without delay. Further, you authorize Tramac to obtain from you and from third parties all other information which Tramac considers necessary for the correct identification of your person, stay and economic circumstances.

In general, Tramac is entitled to assume that the information submitted to it is correct, unless Tramac is informed that such information is incorrect, unauthorised or falsified. You are responsible for the truth and completeness of the identification data.

Tramac is not obliged to accept you as a user. Tramac may terminate the business relationship with you at any time, it may refuse to create, activate, or adapt a user profile, and it may block or delete user profiles at any time if it believes you or a third party is violating your or its obligations under these terms or other legal or moral obligations. The provision of false information may also constitute a criminal offence.

16. Prohibition of trusteeship

You may only acquire and use all Tramac Products and Services exclusively for yourself and for your own account. In particular, you are obliged to use your access data only for yourself, not to disclose it to any other person and to secure it in such a way that other persons may not gain knowledge of it. You shall not register transactions in Giracoin or other cryptocurrencies on a fiduciary basis or as a straw person for any other person.

17. Protection of access authorisation

You are yourself responsible for the protection of your access data for all Tramac products and services. Misuse of your access rights may lead to misallocation of products and services, including unwanted transactions and loss of Giracoins and other cryptocurrencies. Transactions may be executed incorrectly, with a delay or not at all. You acknowledge this risk and release Tramac from any direct and indirect liability and responsibility associated therewith.

18. Privacy Policy

Tramac complies with the Swiss Data Protection Act. You authorise Tramac to use your data (including IP addresses, profile information, name, address, telephone numbers, email addresses, date of birth, contacts, browser type, computer behaviour, contents of the various wallets, transactions, etc.) for the purposes of administration, customer service, prevention of money laundering, compliance, auditing, security and all other purposes in connection with your use of the Services offered by Tramac. Tramac may use cookies to identify your preferences and to adjust their offers accordingly.

You have, at any time, the right to request information from Tramac on the data concerning you being processed by it and, if proved with the necessary evidence, to request the correction or updating of such data.

Tramac will neither sell your data for marketing purposes nor make it available to others without your permission.

Tramac's blockchain and thus all transactions in Giracoin are transparent, i.e. publicly available and comprehensible. You acknowledge that, therefore, anyone may recognize when and how many Giracoins were and are assigned to which wallets. You acknowledge that any person to whom you have provided the identification of your wallet, for example during a transaction, may keep track of how many Giracoins are assigned to your wallet and what transactions you execute with them. You accept and acknowledge that this information about your wallet cannot be blocked. If you do not agree to that, you should not use Tramac Products and Services.

Should you be the recipient of alleged incorrect transfers, Tramac may contact you at the request of a third-party applicant. If no amicable settlement is reached between you and the third-party

applicant, Tramac is authorised to provide that third party applicant with your data, in particular your name, surname, and address. You acknowledge and accept this.

Tramac cannot guarantee comprehensive data protection. Tramac points out that for technical reasons, e.g., when transmitting information (e.g., when transmitting an unencrypted or insufficiently encrypted email), it is not possible to ensure comprehensive data protection. When switching to external websites, Tramac's privacy policy does not apply, but those of the respective website. In particular, Tramac is also entitled to transfer all data from you to the competent authorities, auditors and private individuals in Switzerland and abroad, namely in the event of criminal, civil and/or administrative proceedings of any kind.

19. Comments and opinions

Tramac does not tolerate offensive behaviour. Should you add comments or opinions to Tramac Products and Services, you yourself are solely responsible for these comments or opinions. Tramac is not responsible and accepts no liability for any of your comments or opinions. Tramac is entitled, but not obliged, to immediately delete unlawful or indecent comments and opinions without prior warning.

20. Links / shortcuts

Tramac websites and Tramac Services and Products in general, respectively, may contain links to websites and sources of third parties. Such a link does not mean that Tramac confirms or is in any way related to these sources and their contents. Tramac is not responsible for the type and content of the linked websites. You use all links and the contents of the resulting websites at your own risk, and release Tramac from any related direct and indirect liability and responsibility.

21. Violations of laws and regulations / notification to authorities

If there is justified suspicion that you have, in connection with Tramac's products and services, violated applicable domestic or foreign laws and/or other regulations, Tramac is entitled to report this to the competent authorities.

In such cases, Tramac is entitled to block all of your products and services, and to break off the business relationship with you, both immediately and without prior notice. In such cases, any and all indemnification is excluded.

In such cases, Tramac is entitled to cooperate with the competent authorities, ensuring full transparency, especially with regard to the data concerning you.

22. Offers / conclusion of Contract

Tramac websites do not contain a binding offer for products and services. All offers are non-binding and without any obligation. Your order is considered a binding offer. You undertake to provide truthful information when placing your orders.

Tramac is not obliged to enter into business relations of any kind with you. Tramac may refuse to enter into new or to continue existing business relationships with you without giving any reason.

23. Your right to rescind your online order

Tramac grants you a right of withdrawal only in your capacity as a buyer of tokens, provided that you have not yet put the tokens into mining. The withdrawal occurs if you declare to Tramac in writing or by e-mail within seven (7) days after the purchase of the token package that you are withdrawing from the contract; a verbal revocation is excluded. The revocation shall be sent to Tramac SA, Rue du Rhone 14, CH-1204 Geneva, Switzerland or the email address info@tramac.ch. If all conditions for a withdrawal are met, Tramac reimburses the amount of money already paid for the tokens.

24. Prices / invoicing / means of payment / due date

The price at the time of ordering is decisive for pricing and invoicing. Tramac offers may be changed at any time in terms of content and in terms of performance, and may be adjusted at any time in terms of their price.

If applicable, the applicable statutory Swiss VAT may be charged at the indicated price. Any shipping and packaging costs will be charged additionally.

Invoicing takes place depending on the specific offer, in particular directly online, by email or post.

The method of payment depends on the Tramac product or service and is usually described specifically with the offer. You may usually pay Tramac Products or Services via prepayment, credit card, stripe, immediate transfer or similar payment systems designated by Tramac.

25. Delivery

The delivery of virtual goods takes place by credit on the customer's account and in the customer's wallet, respectively. Prerequisite for the crediting of such virtual products is their prior payment.

In the case of externally commissioned delivery services, no liability is assumed for any delivery delays. This also applies if a delivery should or is provided to be made by digital means (e.g., in the event of a breakdown of servers or Internet connections).

26. Bonuses

Your bonus/commission entitlement, namely for the brokerage of additional users, depends on the applicable bonus program, the product definitions and the respective requirements published on the Tramac websites (e.g., www.giracoin.ch).

Any kind of bonus claim against Tramac arises only after full payment (without any withdrawal) of the bonus-triggering transactions.

Tramac is entitled to cancel or reclaim an already credited or paid up bonus for withdrawn token packages.

27. Legal and regulatory framework

Tramac SA is a company domiciled in Switzerland and subject to Swiss law. It complies with the legal and regulatory requirements applicable in Switzerland when providing its internet services. Further, Tramac takes all reasonable measures to ensure that its internet services are not offered in countries whose jurisdictions would not permit their use. However, it is your own responsibility to ensure that you do not violate your country's laws by using Tramac Internet Services.

When using Tramac Products and Services, and in connection with Tramac Products and Services, you are prohibited from

- (a) violating the provisions of these GTC or other regulations published by Tramac on its websites;
- (b) violating any applicable law;
- (c) using Tramac Products and Services to promote or conclude transactions that may violate applicable law, including, but not limited to, the trading of goods that are prohibited from trading, the exchange of data, media or information, should it infringe the rights of third parties, or the use of prohibited or criminal services;
- (d) using Tramac Products and Services to disguise the origin of or the entitlement to assets;
- (e) seeking or securing an unjustified advantage by using Tramac Products and Services;
- (f) disclosing data of another user to third parties, to pass them on to third parties or to use them for marketing purposes, unless the other user has expressly consented to this;
- (g) using Tramac Products and Services as a straw man, trustee or the like for the account and benefit of a third party;
- (h) disclosing your access data to a third party or failing to secure it in such a way that no third party may gain knowledge of it;
- (i) enabling the intrusion of malware or spyware;
- (k) using technical devices or software to interfere, monitor or duplicate the websites operated by Tramac;
- (l) using technical devices or software to claim the Products and Services offered by Tramac as products and services of other providers;

In addition, you undertake not to use Tramac's internet services in or from countries where Tramac does not support these services.

Should you violate these obligations, Tramac is entitled to immediately and without prior notice suspend your accounts, and/or terminate the business relationship with you, and/or block your access to the blockchain. In such a case, you are no longer able to use any of Tramac's Products and Services, and your tokens, Giracoins and other cryptocurrencies expire without compensation. Further, you are obliged to compensate Tramac for the damage caused by the prohibited use.

Tramac and its Products and Services may be affected by changes in and to the legal and regulatory framework in Switzerland or abroad. This may lead to Tramac no longer being able to provide its Products and Services to the same extent or to provide them any longer at all. You acknowledge this risk and release Tramac from any direct and indirect liability and responsibility associated therewith.

28. Change of Products and Services

Tramac is a start-up company. There is a possibility that in the future existing Products and Services may change in whole or in part, be removed, be replaced by new ones and that entirely new products and services may be added. You acknowledge this possibility and release Tramac from any direct and indirect liability and responsibility associated therewith.

29. Technical specifications

Tramac does not guarantee for any certain quality of its Products or Services. Technical data, specifications and performance information in all previous, current and future documents (hard-copy or online) solely serve for the purposes of the performance specification, are non-binding and may be amended at any time. Any and all claims and/or indemnifications of you relating to this are excluded. .

30. Failure to meet expectations

There is a risk that the expectations of the market in general, of third parties, or of yourself regarding Tramac Products and Services may not be fulfilled, and/or that there may only be insufficient interest in Tramac Products and Services. You acknowledge this risk and release Tramac from any direct and indirect liability and responsibility associated therewith.

31. Imitation

There is a risk that legal entities or natural persons which are not related to Tramac may imitate its Products and Services. This can have a negative impact on Tramac Products and Services, and even lead to the cessation of Tramac's business activities. You acknowledge this risk and release Tramac from any direct and indirect liability and responsibility associated therewith.

32. Place of performance

Any obligations arising from the relationships between Tramac and you shall by both parties be performed at Tramac's domicile.

33. Use of vicarious agents

Tramac is entitled to render its services through associates, agents, subcontractors, etc.

34. Transfer

Tramac is entitled to transfer all or part of its rights and obligations arising from its relationships with you to affiliated companies.

Should you wish to transfer your rights and obligations from the relationships with Tramac to any other legal or natural persons, you shall obtain prior written consent from Tramac.

35. Termination of the business relationship

For the termination of cancellable Products and Services from Tramac, the respective special termination provisions which are published on the Tramac websites and in the special descriptions of the products and services apply.

In addition, you may at any time terminate your business relationship with Tramac in writing or by email and have your accounts deleted. In such a case, you may no longer use any of Tramac's Products and Services, and your tokens, Giracoins and other cryptocurrencies expire without compensation. Tramac shall still be entitled to store, process and use your data for the statutory and contractual obligations of Tramac.

36. Violation of the GTC and termination of business relations

Should you violate the provisions of these GTC or any other legal or moral obligations, and in any further event as explicitly stipulated in these GTC, Tramac is entitled to immediately and without prior notice block your accounts, usage profiles, etc., and/or to terminate any business relationship with you, and/or block your access to the blockchain.

In such a case, you may no longer use any of Tramac's Products and Services, and your tokens, Giracoins and other cryptocurrencies expire without compensation. Tramac shall still be entitled to store, process and use your data for the statutory and contractual obligations of Tramac.

Finally, you are obliged to compensate Tramac for the damage resulting from the infringement.

37. Termination of Tramac's business activities

Tramac reserves the right to discontinue its business activities as well as any Products and Services with a notice of thirty (30) days. In such a case the source code of Tramac's blockchain shall be released and all participants in the payment transactions may continue to use their Giracoins independently of Tramac. This ensures that payment transactions with Giracoins continue to function even if Tramac no longer exists. Giracoin shall then work in a decentralised way, like an open source cryptocurrency (e.g., Bitcoin).

38. Liability, warranty and indemnity

You use Tramac Products and Services at your own risk and responsibility. As far as legally permissible, Tramac entirely excludes any contractual as well as non-contractual liability and responsibility for any damage resulting out of your interaction with Tramac and/or its governing bodies, employees, consultants, agents and other exponents, and/or resulting from the Products and Services. Thus, claims for damages of any kind are excluded both against Tramac as well as against the named persons.

Any defects in Products or Services shall be reported to Tramac in writing or by e-mail within ten (10) days after receipt of the Products or Services. Otherwise, the performance of Tramac shall be deemed to have been fulfilled without any defects. In the event of a warranty claim Tramac is, at its option, entitled to either (a) refund the price paid for the product or service, or (b) to remedy the defect at its own expense, or (c) to provide compensation. Apart from that, all further warranty claims (rescission, reduction, repair, liability for damages, etc.) are excluded.

You agree to compensate, defend and indemnify Tramac and its governing bodies, employees, consultants, agents and other exponents for and against any claim, liability, obligation to pay damages, and any costs of third parties (including legal fees), respectively, resulting from your use of Tramac Products and Services. Tramac reserves the right to participate in the judicial and administrative proceedings at its own expense.

39. Force majeure

Tramac is not liable for any events of force majeure, which may render the performance of Products and Services by Tramac considerably more difficult, or which may temporarily or permanently obstruct such performance, or which may render such performance impossible. Force majeure includes all circumstances beyond the will and influence of the parties, such as natural disasters, government action, authority decisions, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockouts and other labour disputes, seizure, embargo, or other circumstances.

40. Language

German is the relevant language for the legal relationships between Tramac and you. If contractual documents, including these GCT, are written in several languages, the German version shall prevail in case of doubt.

41. Severability clause

Should individual provisions of these GCT be invalid or unenforceable, or subsequently become invalid or unenforceable, the validity and enforceability of the remaining GTC shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that approximates as closely as possible the factual and economic objective sought by the contractual parties with the invalid or unenforceable provision. This provision also applies mutatis mutandis to any gaps in the GTC.

42. Applicable law

All legal relationships between the Tramac and you shall exclusively be governed by Swiss law, without giving effect to its conflict of law provisions as well as to the CISG (UN Sales Convention).

43. Place of jurisdiction

Should a legal dispute arise between you and Tramac, we recommend that you first contact Tramac in order to find an amicable settlement.

All disputes or disagreements in connection with your relationship with Tramac shall be settled by arbitration in accordance with the International Swiss Arbitration Rules of the Swiss Chambers' Arbitration Institution. The version of the Rules of Arbitration in effect at the time of serving the notice of initiation shall apply. The arbitral tribunal shall consist of one member. The seat of arbitration shall be in Zurich. The language of the arbitration court is German, and evidence documents in English may be submitted without translation.

44. Contact/Address

Unless expressly stated otherwise, all declarations of intent and notifications shall be sent to Tramac in writing by letter to Tramac SA, Rue du Rhone 14, CH-1204 Geneva, Switzerland, or by email to info@tramac.ch.

Tramac SA

Updated: [Aktuelles Datum der Aufschaltung]