

# AllUnity Website Terms

Welcome to the website of AllUnity. AllUnity GmbH, a limited liability company, registered under the commercial register of the local court of Frankfurt am Main under registration no. HRB 134001 and established under the laws of the Federal Republic of Germany, with its registered office at Sandweg 94, 60316 Frankfurt am Main, Federal Republic of Germany ("AllUnity") is a [licensed E-Money-Institution](#) pursuant to Section 11 of the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz) supervised by the German Federal Financial Supervisory Authority and issuer of electronic money tokens as defined in Article 3(1) no. 7 of Regulation (EU) 2013/1114 of 31 May 2023 on markets in crypto-assets ("MiCAR") (hereinafter "EMT(s)") for purposes of Article 48 MiCAR. AllUnity's business activity consists of issuing and redeeming EMTs.

Your use of this site is governed by the following terms and conditions, which include any additional notices or disclaimers found on the site (collectively referred to as the **"Website Terms"**). By accessing and using this website, you consent to be bound by these Website Terms. Please note that using this website does not, by itself, establish a commercial relationship between you and AllUnity GmbH.

## User Obligations

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The content on this website is not meant for use or circulation in any region or country where doing so would violate local laws or regulations. It is your duty as a user of this site to be aware of and adhere to all applicable local laws and regulations before proceeding.

## Offerings and External Links

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We do not necessarily provide all the products and services mentioned on this website. Any reference to or use of third-party products, services, or websites does not constitute our endorsement. This site may feature links that direct you to websites and networks operated by entities other than us. We bear no responsibility for the content on any website not under our direct management. You understand that when you follow such a link, we may need to share some of your information with the operator of that external site. Nothing on this website should be interpreted as investment advice from us.

## Third-Party Promotions

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This website might include information about special offers or promotions from companies not affiliated with our corporate group. Within the bounds of applicable law, we do not provide any guarantees regarding the quality, accuracy, or suitability of the products or services these third parties offer. Any transactions for goods or services you undertake with these third parties are at your own risk. You agree to indemnify every member of our corporate group against any liability, loss, damage, or expense that results from your dealings with a third party mentioned on this site.

## Data Privacy

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The user acknowledges that AllUnity may process personal data in accordance with its Privacy Policy and Data Protection Information, available at: <https://allunity.com/privacy/>

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## Disclaimer and Liability Limitation

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We accept unlimited liability for damages resulting from willful misconduct, gross negligence, or harm to life and body. Beyond this, our liability for minor negligence of essential contractual duties ("Cardinal Duties" or "Kardinalpflichten") is restricted to damages that are typical for this type of business and could be foreseen when you visited this website. Any other liability, irrespective of the legal basis, is excluded unless explicitly stated in this section.

The content of this website has not been reviewed or approved by any competent authority of an EU Member State. AllUnity GmbH bears sole responsibility for its content.

This content is for marketing purposes only and does not constitute an offer or recommendation to purchase EMTs.

A White Paper under Art. 51 MiCAR has been published, containing all material information, including the EMT holders' redemption right, information on the risks and the mandatory information on principal adverse impacts on the climate and other environmental-related adverse impacts of the consensus mechanism.

The White Paper is available at: [www.allunity.com/whitepaper](http://www.allunity.com/whitepaper)

Redemption Right: Pursuant to Article 49 MiCAR, the holders of EMTs have a statutory right of redemption against AllUnity at any time and at par value.

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## Governing Law and Jurisdiction

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These Website Terms are to be interpreted and governed by the laws of the Federal Republic of Germany.

For users who are not consumers, the parties agree to the non-exclusive jurisdiction of the courts located in Frankfurt am Main for resolving any disputes related to the Website Terms.

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## Amendments

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While we have taken great care to ensure the information on this website is accurate, it is subject to change, often without prior warning. The version of the Website Terms in the form available at the time of your visit will be the one that applies.

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## Severability Clause

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Should any part of these Website Terms be or become invalid, unenforceable, or have omissions, the validity of the remaining provisions will not be affected. In place of the invalid, unenforceable, or missing provision, a valid and enforceable provision that the parties would have reasonably agreed upon, considering the economic intent of the Website Terms had they been aware of the issue at the time of its creation, shall be considered to be in effect.

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## Intellectual Property Rights

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## **Communications**

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We may send you notices to the email address you have provided. You are responsible for keeping us informed of any changes to your email address. Any notice sent to your email address will be considered delivered at the time it is sent.

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