

“General Conditions of Participation for the Refer-a-Friend Program”

§ 1 Scope of Application

These General Conditions of Participation apply to the participation in the “Refer-a-Friend Program” of Nuri, a brand of [Nuri GmbH](#) (hereinafter referred to as “Nuri”, “we” or “our”).

The “Refer-a-Friend Program” is exclusively offered and performed by Nuri on the Nuri web application [www.nuri.com](#) (the “**Nuri Web Application**”) and the Nuri mobile application (the “**Nuri Mobile Application**”), the web application and the mobile application together are also referred to as the “**Nuri Apps**” and individually as “**Nuri App**”.

By participating in the “Refer-a-Friend Program” (the “**Program**”), the user accepts the following General Conditions of Participation.

§ 2 Subject matter, Requirements and Advantages of the Program

We offer existing customers (“**Customers**”) the opportunity to participate in the Program. The Program starts on 11th December 2020 (00.00 CET). A Customer may participate in the Program by submitting the personal Referral Code that they receive

from us ("**Referral Code**") to friends ("**Invited Person**"). The Customer will only receive a Referral Code if they have access to their active and unblocked Nuri account.

The Customer and the Invited Person must each be an adult (at least 18 years of age) in good mental health and not under legal guardianship (natural persons with full capacity) having opened the Nuri account only for non-commercial use, must not be identical, must be resident in EEA countries and a national of [supported nationalities](#). The Invited Person must not have previously registered to open a Nuri account or been a Customer of Nuri.

The Customer will receive a bonus ("**Bonus**") if the Invited Person has opened a Nuri account through the Nuri App, whose account is open and active and is not blocked suspended or closed, has set up a Bitcoin ("**BTC**") or Ethereum ("**ETH**") vault or wallet, and has bought or sold a minimum of €30 BTC or ETH on their Nuri account with 1% trading fee plus the applicable network fee.

Each Invited Person can only use a Referral Code once and cannot combine multiple Referral Codes when opening a Nuri account.

A Bonus of €15 per Invited Person will be credited in Euro to the Nuri account of the Customer. We will pay the Bonus to the Customer's & Invited Person's Nuri account within 15 working days after the Invited Person has successfully completed their first trade through his/her Nuri account, vault and/or wallet.

Participation in the Program is voluntary and free to Customers and Invited Person(s).

The Customer and the Invited Person each bear only the costs associated with participation via the internet (usage fee for the internet connection). This applies to both non-mobile and mobile devices.

§ 3 Unacceptable Behaviour

The Customer shall only use the Referral Code for private purposes and not for commercial activities, in particular not for paid promotions such as online advertising.

In addition, Customers are not permitted to publicly distribute the Referral Code on websites, in particular blogs and voucher websites, which are primarily used to earn bonuses. In addition, Customers are prohibited from sending bulk e-mails, short messages or messages to people they do not know, or using automated systems or bots to distribute the Referral Code. The opening of a Nuri account with the sole purpose of earning bonus payments is strictly forbidden.

We may refuse the participation of Customers and Invited Persons for objective reasons. We reserve the right not to pay out or demand a refund of any bonuses if we determine that an activity is deemed abusive or violates the General Conditions of Participation or our Terms of Service.

§ 4 Liability

We shall not be liable for damages incurred by a Customer through the use of the services offered by us or the content published therein. However, this exclusion of liability does not apply in the case of intentional or grossly negligent fault on our part or a vicarious agent. The exclusion of liability also does not apply to damages resulting from injury to life, body or health which are based on our breach of duty or a vicarious agent. Furthermore, our liability for the breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely, remains unaffected.

§ 5 Changes and Discontinuity of the Program

We reserve the right to change the General Conditions of Participation at any time with effect for the future. In case of a change in these terms, we will notify the Customer about the changes 14 days (fourteen) before the new terms start to apply through the Nuri Apps and via an email to the Customer's registered email address. We will assume that the Customer has accepted new terms if no objection is received within 14 days (fourteen) after the communication. The objections can be made in writing by contacting the Customer Support via support@nuri.com.

We also reserve the right to terminate the Program at any time with effect for the future by reserving the rights of the Customers participating the Program before the termination.

§ 6 Final Provisions

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The applicability of mandatory legal provisions of the country in which you as a consumer have your habitual residence at the time of the conclusion of the contract shall remain unaffected by this choice of law.

The place of jurisdiction for all disputes arising from or in connection with the Program is the legal venue.