Terms and Conditions | Coin Meester B.V.

Version: 1.0

Date: June 15, 2018

We are Coin Meester B.V., registered seat in Aalsmeer and registered with the Dutch Chamber of Commerce (*KvK*) under number <u>68955820</u>.

These are our terms and conditions. They always apply when you visit our website or use our services.

1. Service

Since its conception is 2008, Bitcoin has led the way for a new era of cryptographical currencies. These are also called cryptocurrencies, virtual currencies or crypto money. To prevent any ambiguity, we will use the term Virtual Currency in these terms and conditions.

We offer our service called Bitcoin Meester. This service allows you to buy and sell Virtual Currency (the Service). The Service is available via www.bitcoinmeester.nl (the Website).

2. Terms and Conditions

When you use the Service, you enter into an agreement with us (the Agreement). The legal conditions that apply to this Agreement are laid out in this document. Please read these terms and conditions carefully.

We have done our best to express these terms and conditions in a way that is accessible to everyone. If anything remains unclear, don't hesitate to contact helpdesk@bitcoinmeester.nl.

Answers to Frequently Asked Question can be found in the FAQ section of the Website.

3. Privacy

Due to the nature of the Service, we must ask you to submit certain personal data which we save. This can be needed to confirm your identity and offer you an account. All data will be collected, used, saved and deleted in conformity with the General Data Protection Regulation. For more information, see our <u>privacy and cookie statement</u>.

In some cases, we are legally obliged to hand over (personal) data to authorized government agencies, police or investigative bodies.

4. License

To be able to use our service, you will receive a non-exclusive, non-transferable right to use the Service for your own personal use and the purposes we determine.

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You can use the Service within the scope for which it is meant and only if you do not violate the applicable conditions.

Registration

You must be old enough to individually enter into a contract without the supervision of a parent, guardian or administrator.

To use the Service, you must register for an account on the Website. As part of this process, we ask you for a password and, if you so choose, a second means of authentication. Because the Service entails financial transactions, you must use a strong password and keep your account information safe. Never use a password for more than one website/service. We are not responsible for loss or damage when you lose your account information, re-use passwords, use weak passwords or do not activate the second means of authentication.

We can decide not to offer the Service in all markets and jurisdictions, dependent on applicable legal restrictions.

If we discover your registration violates the applicable law or these terms and conditions, we can immediately suspend the service and cancel any outstanding orders. If this happens, we try to find a way to return the Virtual Currency to you, based on the available options at that time.

6. Verification

Currently, the legal situation around Virtual Currency is unclear. We expect it is a matter of time before services such as Coin Meester will be regulated in a way that is comparable to traditional financial legislation. To prepare for this possibility, we have decided, where possible, to work in a way that assumes the current legislation is already applicable to Virtual Currency.

This approach has two important consequences:

First, we must verify your identity. This means that you cannot use the Service anonymously and we must look into our clients. This means that you must go through our verification process on the website a number of times before you can trade Virtual Currency.

Secondly, we need to take measures to minimalize the possibility that the Service is misused to facilitate money laundering. This means we check transactions for suspicious activity and reserve the right to freeze transactions and share user information with the relevant authorities if we observe transactions that call for action on our part.

You declare that the offered Virtual Currency has been obtained in a legitimate way and you do not have any knowledge of any possible illegal character of its origin.

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7. Responsibilities

We could make a list of all the things you are not allowed to use the Service for, but we want to ask you to be so kind as to only use the Service the way it was intended. This means you shouldn't use the Service in a way that damages the Service, for fraud, misuse or other practices that are contrary to the law.

In turn we will do our best to keep the Service functional and online and to make improvements where possible. At this point, however, we cannot guarantee anything.

<u>Please note</u>: before you use the Service, you must be aware of the technical and economic aspects of Virtual Currency. There are certain inherent risks related to the trade in Virtual Currency. We try to make the Service as user-friendly as possible, but there is always a risk.

8. Buying and Selling

The Service allows you to buy different Virtual Currency from us and sell it to us. As compensation for this Service we take a small percentage of each transaction. The applicable exchange rates, transaction fees (for the blockchains concerned/networks like the Service) can be found on the Website.

The exchange rate of Virtual Currency can fluctuate (strongly). We do not give any guarantee for any retention of value in the future. Because of the fluctuation of the exchange rates of Virtual Currency, we set the definitive price as soon as you start your payment.

Dependent on the Virtual Currency concerned, the moment the transaction is regarded as complete can differ. Transaction will be processed by the system as quickly as possible and will be deemed completed when you receive an e-mail stating it is.

The bank account number with which you provide us, must be in your name. You are not allowed to use anonymous bank account numbers or a bank account number that is not in your name. No payment will take place in that case.

When an amount is returned to us due to incorrect bank account information, we have the right to process a €12.50 transaction fee.

9. Wallet

One of the best features of Virtual Currency is the possibility to have ultimate control over your Virtual Currency by having access to private keys. We understand that this can be a challenge at this point in the crypto ecosystem. Until the moment that it becomes easier to take control of this yourself, we offer a way to temporarily store Virtual Currency in our Service (the Wallet).

The Wallet is an additional feature that is only used for temporary storage and not for long term storage or for large amounts of Virtual Currency. We will take every reasonable

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measure to secure the Virtual Currency, but can never guarantee total safety, since such a thing does not exist.

The use of the Wallet to store large amounts of Virtual Currency is strongly discouraged.

The most important features of the feature for storing and picking up are:

- Temporarily depositing Virtual Currency for trade purposes; and
- Withdrawal of the Virtual Currency to private wallet after trades.

We encourage you to withdraw the Virtual Currency to a private wallet as quickly as possible.

All risks and property rights that are linked to the Virtual Currency are transferred to you as soon as the Virtual Currency is withdrawn to the address with which you have provided us. Unless stated otherwise on the Website, this is deemed as having taken place after 1 confirmation on the blockchain concerned.

10. Rights

Within the European Union, every consumer has a basic level of consumer rights. These are not applicable in certain situations. The Service we offer, is one of these situations.

The Service entails buying and selling digital commodities for which the price is dependent on fluctuations that cannot be controlled by us and that can occur within the waiting time. That is why the right of withdrawal is not applicable to this Service.

11. Liability

With regards to liability, the trade in Virtual Currency is a new development. An important change is taking place within this new crypto ecosystem in terms of attributing responsibility. The technology makes it possible for individuals to have absolute control over their Virtual Currency. That is why we think it is necessary to reduce our liability to a very large extent.

Within the bounds of the law we are only liable for direct damage caused by an attributable shortcoming in the fulfillment of the Agreement.

Direct damage only entails:

- Reasonable costs for determining the cause and size of the damage; and
- Reasonable costs to repair any shortcomings so the Service complies with these Terms and Conditions.

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There is no liability for:

- Changes in price as a consequence of the delayed processing of buy or sell orders;
- Cancelation of orders due to clearly wrong price indications;
- Damage as a result of incorrect Virtual Currency addresses or other (address) information that was provided by you;
- Any damage that is inflicted on the balance stored in the Wallet; and
- Any indirect damage (including consequential damage, loss of income and profit, loss of data and immaterial loss).

Except in cases of intent or conscious recklessness, are liability, insofar legally allowed, is limited to the amount that you paid for the service in the month prior to the moment during which the cause of the damage occurred.

In cases of force majeure, bank outages, or other unusual/unforeseen circumstances, during which your transaction was not processed or not processed on time, we have a deciding vote and can decide to cancel the order and return the purchase sum.

12. Termination

Because of the possibility of unforeseen situations, we can terminate or suspend your use of the Service or transactions at any time. We can also terminate the Service or part of the Service at any time, with or without notice. When that happens, we will do our best to return your Virtual Currency to you based on the available options at that time.

13. Other

Because we are registered in the Netherlands, Dutch law is applicable to this agreement. In the case of a dispute, it will be put in front of a Dutch judge in the judicial district where we are registered.

Due to the fast pace at which technology and laws change, we reserve the right to change these conditions at any time. If you do not wish to accept an amendment or addition to these conditions, you must stop using the Service. Use of the Service after the start date of the new Terms and Conditions will be deemed the acceptance thereof.

14. Contact

If you have any other question about this Service or other matters, please contact us:

Coin Meester B.V. Thailandlaan 6 1432DJ Aalsmeer tel: 085 007 6000

email: helpdesk@bitcoinmeester.nl

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