

# General terms and conditions B2B

BUSINESS

29 April 2021



## **GENERAL TERMS AND CONDITIONS B2B**

of Safe2Crypto Consultancy B.V.

### **ARTICLE 1: DEFINITIONS**

In these general terms and conditions the following definitions apply:

- 1.1. General Terms and Conditions: the present general terms and conditions of Safe2Crypto;
- 1.2. Customer: the customer acting in the course of a profession or business and entering into an Agreement with Safe2Crypto;
- 1.3. Cryptocurrency: digital currencies, such as but not limited to bitcoin, ethereum, etc.
- 1.4. Services: the services offered by Safe2Crypto aimed at:
  - guiding in educating and informing customers regarding cryptocurrencies in general, as well as secure of those, as well as all (administrative) activities that may be conducive to the above;
  - a subscription service for exclusive guidance;  
Everything in connection with cryptocurrencies;
- 1.5. Safe2Crypto: the private company with limited liability Safe2Crypto Consultancy B.V., registered in the Trade Register of the Chamber of Commerce under number 81892209;
- 1.6. Parties: Safe2Crypto and Customer jointly.

### **ARTICLE 2: APPLICATION OF GENERAL TERMS AND CONDITIONS**

- 2.1. These Terms and Conditions are applicable to all agreements Safe2Crypto concludes with the Customer.
- 2.2. Deviations from and amendments to these Terms and Conditions only bind Safe2Crypto if and insofar as these have been explicitly agreed upon in writing and insofar as Safe2Crypto is thereby represented by a legally authorised officer. Such a deviation has no binding effect on other agreements/legal acts between Safe2Crypto and the Customer.
- 2.3. Customer agrees to the applicability of these General Terms and Conditions to subsequent (continuing) agreements/legal acts between Customer and Safe2Crypto. Customer agrees that in this case, these Terms and Conditions do not have to be handed over again.
- 2.4. If one or more provisions of these General Terms and Conditions are null and void or have to be annulled, the remaining provisions of these General Terms and Conditions will remain fully applicable.
- 2.5. Safe2Crypto reserves the right to unilaterally change the contents of these Terms and Conditions in the interim. The amended version will apply as soon as Safe2Crypto has communicated it to the Customer via electronic means and the Customer has not objected to its applicability within thirty (30) days after it has been sent. To agreements that come into being afterwards and in cases where different versions can be deemed applicable, the most recent version of the General Terms and Conditions shall apply.
- 2.6. As far as parts not regulated in these General Terms and Conditions are concerned, the content of the agreement is determined by the offer, by the acceptance thereof by the Customer or by the acceptance/order confirmation thereof by Safe2Crypto.
- 2.7. Section headings in these Terms and Conditions are for clarification purposes only and do not apply to the meaning or interpretation of any provision of the Terms and Conditions. If an agreement between the Parties is or has been terminated, regardless of the cause thereof, the provisions of these General Terms and Conditions which by their



nature or content should remain in force, including but not limited to the provisions concerning termination, cancellation, confidentiality, etc., shall remain in force even after termination.

### **ARTICLE 3: CONCLUSION AND MODIFICATION OF THE AGREEMENT**

- 3.1. Subject to the provisions in article 4, an agreement between Parties is realised as soon as the Customer makes use of the Services of Safe2Crypto, or in response to an order confirmation approved by the Customer, or if Safe2Crypto otherwise carries out an execution act in line with an order (expressed in an order confirmation of Safe2Crypto) of the Customer and the Customer does not object the same day.
- 3.2. Changes to an agreement between Parties shall only bind Safe2Crypto if and insofar as they have been expressly agreed in writing and insofar as Safe2Crypto is thereby represented by a legally authorised officer. Such a deviation has no binding effect on other agreements/legal acts between Safe2Crypto and Customer.
- 3.3. If and so far as required for the proper execution of the agreement, Safe2Crypto the right to have certain work performed by third parties.

### **ARTICLE 4: VERIFICATION AND IDENTIFICATION**

- 4.1. It is not possible to use our Services anonymously. Safe2Crypto operates a 'know-your-customer policy' for each Customer.
- 4.2. De Klant is gehouden Safe2Crypto onverwijld te informeren omtrent feiten en omstandigheden die in het kader van de verificatie en identificatie van de Klant alsmede het opsporen van witwassen van geld, terrorismefinanciering, fraude of andere financiële misdrijven van belang kunnen zijn.
- 4.3. The Customer is obliged to inform Safe2Crypto without delay about facts and circumstances that may be relevant in the context of the verification and identification of the Customer as well as the detection of money laundering, terrorist financing, fraud or other financial crimes.
- 4.4. The Customer is obliged to immediately communicate changes, deviations, inaccuracies and incompleteness in the data, documents and information already provided to Safe2Crypto, both before the conclusion of an agreement and during the term of an agreement. If Safe2Crypto considers it necessary given the nature of the changes, deviations, inaccuracies and/or incompleteness, it will go through the verification and identification procedure of the Customer concerned once again.
- 4.5. Safe2Crypto reserves the right to (always) suspend or cancel or refuse its Services until the verification and identification procedure has been successfully (again) fully run through and completed by the Customer..

### **ARTICLE 5: EXCLUDED SERVICES**

- 5.1. The Services provided by Safe2Crypto are not and should not be considered an act of management, an offer or recommendation to buy or sell, or a solicitation of an offer or recommendation to buy or sell a particular digital asset or to use a particular investment strategy..



**ARTICLE 6: CUSTOMER OBLIGATIONS**

- 6.1. The Customer uses the Services entirely at his own risk. The Customer is obliged to make himself/herself aware of and is deemed to be familiar with the risks associated with (trading in) Cryptocurrencies, such as the possible loss that may be suffered when (insufficiently energetically able to) trade or hold Cryptocurrencies.
- 6.2. The Customer is obliged to ascertain himself/herself and is deemed to be familiar with the applicable laws and/or regulations surrounding Crypto Currency.

**ARTICLE 7: CONFIDENTIALITY**

- 7.1. All confidential information which, in Safe2Crypto's opinion, the Customer obtains about Safe2Crypto and its Services must be kept confidential and used only in connection with the Services.
- 7.2. Safe2Crypto will store confidential information of the Customer in a secure way. As far as possible, Safe2Crypto shall ensure that confidential information traceable to the identity of the Customer is stored securely and can only be accessed by a legally authorised officer of Safe2Crypto.

**ARTICLE 8: SECURITY BY CUSTOMER**

- 8.1. The Customer is fully responsible for keeping his electronic devices safe and functioning, including the access intended there with to his Crypto Currency.

**ARTICLE 9: COSTS AND PRICES**

- 9.1. All costs and prices mentioned by Safe2Crypto, or agreed upon between Parties, and all statements about them are without engagement and can be changed by Safe2Crypto at all times.
- 9.2. All costs and prices stated by Safe2Crypto or agreed upon between Parties are exclusive of VAT, government levies, insurances, transaction costs as well as other rights and costs.

**ARTICLE 10: PAYMENT**

- 10.1. Payment of invoices shall be made, within seven (7) days of invoice date or if agreed by direct debit.
- 10.2. Subscriptions shall be paid annually, in advance, on the first working day of the new month by direct debit.
- 10.3. After conclusion of a subscription, the payment obligation is from the first of the following month until the end of that year. An effective date other than 1 January gives the Customer a pro rata entitlement to the Services usually agreed for one year. Each subsequent renewal shall thereafter be for a new calendar year from 1 January.
- 10.4. Indexation takes place in principle after expiry of the first contract term. According to the CBS, based on annual changes in the CPI.
- 10.5. If the Customer has not paid within the period mentioned in article 10.1, he will be legally in default without any further notice of default being required. From that moment, Safe2Crypto is entitled to compensation of an interest of 2% per month or part thereof, unless the legal interest rate is higher, in which case the highest interest rate applies. The interest is due from the day on which payment should have been made at the latest.



- 10.6. Complaints about the prices and costs charged to the Customer must be submitted in writing by the Customer to Safe2Crypto within seven (7) days after the invoice date, under penalty of forfeiture of rights
- 10.7. If the Customer defaults or is in default of the (timely) fulfilment of his (payment) obligations, all reasonable costs for obtaining satisfaction in/out of court shall be for his account. In any case, the Customer shall owe collection costs in the event of a monetary claim. The collection costs amount to a rate in accordance with the Dutch Extrajudicial Collection Costs Act, with a minimum of € 40 (excluding VAT). Any reasonable judicial and execution costs incurred shall also be borne by the Customer.
- 10.8. Payments made by the Customer shall firstly always serve to settle all interest and costs due, and secondly payable invoices that have been outstanding the longest, even if the Customer states that the payment relates to a later invoice.
- 10.9. Safe2Crypto is at all times entitled to demand (property rights) securities for the fulfilment of the (payment) obligations arising from the agreement for the Customer.
- 10.10. The full claim for payment is due immediately if:
  - a. a payment term has been exceeded;
  - b. the customer applies for suspension of payments or is admitted to debt restructuring;
  - c. property or claims of de Customer are attached;
  - d. the Customer is placed under guardianship;

#### **ARTICLE 11: LIABILITY SAFE2CRYPTO**

- 11.1. Customer indemnifies Safe2Crypto against all claims of third parties, including the costs of legal assistance, related to or resulting from an agreement between Parties, barring intent or deliberate recklessness on the part of Safe2Crypto.
- 11.2. Barring intent or deliberate recklessness on the part of Safe2Crypto, Safe2Crypto is only liable towards the Customer for direct damage which is the direct result of an attributable shortcoming and/or wrongful act or omission on the part of Safe2Crypto. Direct damage is exclusively understood to mean (i) property damage, (ii) the reasonable costs incurred to establish the cause and the extent of the damage, insofar as the establishment relates to the direct damage as referred to in this article, (iii) any reasonable and demonstrable costs incurred to have Safe2Crypto's faulty performance comply with the agreement insofar as these can be attributed to Safe2Crypto, and (iv) the reasonable and demonstrable costs incurred by the Customer to prevent or limit the direct damage, insofar as the Customer demonstrates that these costs have led to a limitation of the direct damage as meant in this article.
- 11.3. Safe2Crypto's liability shall at all times be limited to:
  - a. the direct damage. Safe2Crypto is never obliged to compensate indirect damage. Indirect damage is understood to mean all damage that is not direct damage, including in any case, but not exclusively, consequential damage, loss of income or opportunities, loss of profit and damage as a result of business stagnation;
  - b. once the amount invoiced by Safe2Crypto to the Customer in respect of its Services and paid by the Customer during one month preceding the occurrence of the damage, with a maximum of EUR 1,000;
  - c. Safe2Crypto's liability will in any case always be limited to the amount paid out by Safe2Crypto's insurance company in the relevant case.
- 11.4. Apart from intent and deliberate recklessness on the part of Safe2Crypto, Safe2Crypto is never liable for any damage of whatever nature, caused by:
  - a. any loss of (anticipated) profits or revenues, including any loss of anticipated trading profits and/or any actual or hypothetical trading losses;
  - b. any loss of or damage to the Customer's reputation or goodwill;



- c. any loss of goods, property, monies, occasions, customers or contracts of the Customer;
  - d. any loss or waste of overhead, management or staff time of the Customer;
  - e. any use of hardware, software or (corruption of) data, including but not limited to any loss or damage arising from or related to any inaccuracy, defect or omission in/of digital price or cost data;
  - f. inexpert use by the Customer of the username and/or password or the Services offered by Safe2Crypto;
  - g. use of electronic equipment and (public) networks;
  - h. due to obvious printing, spelling or typesetting errors;
  - i. by loss and/or theft of the electronic equipment on which the Customer uses the Services or the Customer's user name and/or password;
  - j. the loss of the Customer's username and/or password in any way;
  - k. by computer viruses, spyware, scareware, Trojan horses, worms, other malware or other security breaches that may affect the electronic equipment used by the Customer as a result of the Services;
  - l. abuse or use of the Services on the part of the Customer in violation of applicable laws and/or regulations;
  - m. insufficient or inadequate knowledge of the Customer regarding the risks associated with (trading in) Cryptocurrencies;
  - n. criminal acts and economic offences such as money laundering and dealing in Cryptocurrency not legitimately obtained on the part of the Customer;
  - o. because Safe2Crypto has relied on incorrect, incomplete and/or unreliable data, documents and information provided by or on behalf of the Customer.
- 11.5. The Services are provided on a pro rata basis and without any guarantee of any kind. Safe2Crypto disclaims any warranty with respect to Crypto Currency regarding its value, title, merchantability or transferability and suitability for the purpose to be pursued by the Customer.
- 11.6. Safe2Crypto shall not be liable for the delivery, quality, security, legality or any other aspect relating to the goods and services purchased by the Customer from or sold to/from any party other than Safe2Crypto. If the Customer encounters a problem with goods or services purchased from or sold to/from a party other than Safe2Crypto, the Customer should contact that party directly.
- 11.7. Safe2Crypto does not own or manage the protocols of the underlying software. The protocols of the underlying software are so-called 'open sources', which can be used, copied, modified and traded by anyone. Safe2Crypto cannot guarantee the functioning of such protocols and is not liable for any damage caused by these protocols.
- 11.8. The Customer shall compensate Safe2Crypto for all damages and costs resulting from or associated with a breach by the Customer of the agreement between the Parties, a wrongful act of the Customer towards Safe2Crypto or any other claims Safe2Crypto may have against the Customer on the basis of applicable laws and/or regulations.

## **ARTICLE 12: SUSPENSION, DISSOLUTION AND TERMINATION**

- 12.1. Safe2Crypto is authorized, without any further notice of default being required and without being liable to pay any compensation, to dissolve, terminate or suspend or limit the performance of its obligations and Services, in whole or in part, if:
- a. the Customer does not, does not timely or does not completely fulfil his obligations under the agreement with Safe2Crypto;



- b. Safe2Crypto suspects that the Customer is using Services in a fraudulent or unauthorized manner;
  - c. Safe2Crypto suspects money laundering, terrorist financing, fraud or other financial crime;
  - d. the Customer applies for suspension of payment or his bankruptcy is applied for or declared;
  - e. property or claims of the Customer are attached;
- 12.2. in case circumstances arise at Safe2Crypto, or with regard to persons and/or material Safe2Crypto makes use of or tends to make use of during the execution of the agreement, which are of such a nature that the execution of the agreement becomes either impossible or so problematic and/or disproportionately expensive that fulfilment of the agreement can no longer reasonably be demanded, or can no longer be demanded under the same conditions.
- 12.3. Termination is possible annually, subject to three (3) months' notice.

**ARTICLE 13: COMPLAINT**

- 13.1. Any complaints concerning the Services or otherwise arising from the agreement with Safe2Crypto, must be reported to Safe2Crypto in writing and with an accurate specification of the complaint, within one (1) week after the fact to which the complaint relates has occurred, under penalty of forfeiture of rights.
- 13.2. Lodging a complaint does not lift the Customer's obligations, nor does it entitle the Customer to suspend its (payment) obligations.
- 13.3. Safe2Crypto should be allowed to investigate the complaint. In case of unjustified complaints, Safe2Crypto is entitled to charge all reasonable costs of the investigation to the Customer.
- 13.4. There is a preference to go through the present complaint procedure first, before a dispute is submitted to the competent court for that purpose.

**ARTICLE 14: PRIVACY**

Safe2Crypto considers careful handling of personal data essential and strives to respect the privacy of anyone whose personal data it processes.

**ARTICLE 15: TOEPASSELIJK RECHT**

- 15.1. Dutch law applies to every agreement or legal relationship between Safe2Crypto and the Customer.
- 15.2. Any dispute between Safe2Crypto and the Customer shall be settled by the District Court of The Hague, location The Hague, on the understanding that Safe2Crypto is always entitled to submit a dispute to the court of the jurisdiction where the Customer resides.

