

General Terms and Conditions BTC Direct Classic

1. You are aware that the value of cryptocurrencies can fluctuate and that no guarantee can be given for the value of cryptocurrencies at any time.
2. The purchase and sale of cryptocurrencies is only permitted to persons over 18 years of age. You declare that you are over 18 years of age. You further declare that you are not a US person, are not a resident of the United States, do not hold a US nationality or otherwise qualify as a US citizen.
3. BTC Direct's service is offered through partners at BTC Direct and directly at BTC Direct. In both cases, you place an order with BTC Direct and BTC Direct is your counterparty.
4. Cryptocurrencies can never be exchanged or returned. A completed payment as well as sending cryptocurrencies cannot be reversed. You do have the option of repurchasing the cryptocurrencies or offer them for sale to BTC Direct at the prevailing rates at the time.

Buying cryptocurrencies

5. Through BTC Direct's platform, you can initiate transactions where BTC Direct shows the current price.
6. The value of the cryptocurrencies is determined at the moment you have chosen a payment method and the payment is initiated and/or executed and received, or after approval of the transaction at the current price value to be determined by BTC Direct. The cost of a selected payment method may vary. The amount you pay to BTC Direct includes the various cost components. These cost components may include BTC Direct fees, partner fees (if you buy from BTC Direct through a partner), payment service fees and network fees. The fees for the selected payment service and network fees may vary and are disclosed with each transaction.
7. When purchasing cryptocurrencies, the cryptocurrencies will be sent to the wallet address you provided (after deducting the cost component). You declare that the specified wallet address is part of your personal wallet. You declare that no third (legal) person can dispose of the wallet and that you are the owner of the wallet.
8. You declare that you use a bank account or credit card registered in your name when buying cryptocurrencies. You conduct transactions for your own account and you declare not to use third-party funds.

Selling cryptocurrencies

9. By sending the cryptocurrencies to the address provided by BTC Direct, you agree to the value of the cryptocurrencies as determined and set by BTC Direct at the time of receipt of the cryptocurrencies or after approval of the transaction.
10. The price value of the cryptocurrencies to be sold shall be determined by BTC Direct. If you sell directly to BTC Direct, the value will be determined by BTC Direct at the time the transaction is visible on the network. If you sell through a partner at BTC Direct then the value as displayed in the partner's portal at the time of sale will apply.
11. BTC Direct will deduct fees from the value of the cryptocurrencies you send. These fees may include: fees for BTC Direct and partner fees (if you sell through a BTC Direct partner). When selling cryptocurrencies, you are responsible for determining the appropriate network and the (amount of the) network fee. You are responsible for the consequences if you select the wrong network or insufficient network fees.
12. The money will be transferred to the bank account you specify. BTC Direct is not liable for handling the cryptocurrency transaction as it may depend on the network and the miners (among others). In case of irregularities, you are entitled to support from BTC Direct.

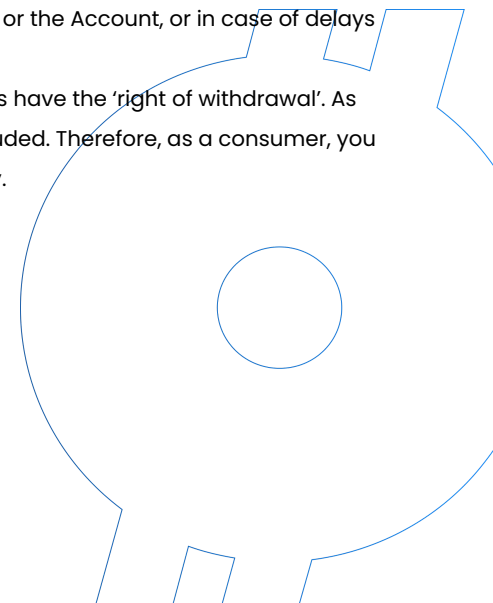
Responsibilities of you and BTC Direct

13. Entering the correct data, such as quantity, (cryptocurrency) receiving address and e-mail address, is your own responsibility, as well as reporting changes. You guarantee the accuracy of the data you enter. Failure to communicate changes, or to communicate changes on time, is entirely at your expense and risk.
14. You bear responsibility for having a sufficient and secure:
 - Internet connection;
 - Computer, tablet, smartphone or other device that connects with the BTC Direct website via the internet, which is equipped with up-to-date measures against intrusions, viruses, spam, etc;
 - Email account to which you have exclusive access and on which BTC Direct email messages can be received unhindered.

In the event that the conditions set out in this article are not met, BTC Direct shall not be liable for any damage suffered as a result of fraud.
15. BTC Direct shall make every effort to prevent fraud. BTC Direct is entitled to take all measures it deems necessary before, during and after a transaction. In order to prevent fraud and/or abuse, BTC Direct is at all times entitled to suspend and/or cancel a transaction in order to investigate the transaction and/or request additional information. If measures taken by BTC Direct result in disbursement of funds and/or suspension and/or cancellation of transactions, BTC Direct will be entitled to reassess the value of the cryptocurrencies. You are obliged to cooperate with these measures.

Liability and rights of revocation

16. BTC Direct is at all times and at its sole discretion entitled to cancel orders. If it is suspected or determined that these General Terms and Conditions have been violated, BTC Direct is also entitled to block the account. Upon cancellation of an order by BTC Direct, the funds paid to BTC Direct and/or the cryptocurrencies delivered to BTC Direct will be refunded after deduction of the costs incurred and the damage suffered by BTC Direct due to currency fluctuations. BTC Direct will in no case be liable to you for damages.
17. All statements made by BTC Direct (by telephone, e-mail or information on the website) are non-binding, informative and made without accepting any liability of BTC Direct. Moreover, BTC Direct can not be held liable for damages to be suffered by you as a result of price fluctuations.
18. You accept the circumstances that may occur during the provision of BTC Direct services via the internet and the (technical) imperfections that may occur, such as the impossibility to obtain (full) access to the BTC Direct website or the account, the inability to provide and/or process an order or the inability to do so on time, breakdowns of and/or defects in the BTC Direct website and/or underlying hardware and/or (inter)network connections and/or software on which the platform runs. Apart from willful misconduct and gross negligence of BTC Direct, BTC Direct is not liable for these circumstances, or for any consequences of the (temporary) non-availability or unavailability of the BTC Direct website or the Account, or in case of delays and/or breakdowns and/or incomplete operation of the website.
19. For consumers the Distance Selling Regulations normally apply and state that the consumers have the 'right of withdrawal'. As the value of cryptocurrencies is subject to (price) fluctuations, the right of withdrawal is excluded. Therefore, as a consumer, you do not have the right to cancel the contract within 14 days after receiving the cryptocurrency.



Miscellaneous

20. You accept BTC Direct keeping you informed about information that might interest you (including by sending a newsletter, through direct marketing and/or advertising).
21. The Dutch text of these general terms and conditions shall prevail over translations thereof.
22. If you have a complaint about the services of BTC Direct, your complaint can be submitted via complaint@btcdirect.eu or (in writing) at the postal address of BTC Direct. The description of the complaint must be accurate and complete (specifying the orders, transactions, balances involved, relevant data, the allegations to BTC Direct and (other) relevant facts. Documents substantiating the complaint must be attached. BTC Direct is obliged to respond substantively to your complaint within 4 weeks. If you are of the opinion that your complaint has not been handled to your satisfaction, you can, after completing this complaints procedure, submit the dispute to the court in accordance with the provisions of article 24.
23. Unless otherwise prescribed by the relevant consumer law, Dutch law applies to all transactions and legal relationships (between you and BTC Direct).
24. All disputes between the parties, including those considered as such by only one of the parties, will be settled by the competent court of the jurisdiction of the registered office of BTC Direct, without prejudice to the right of BTC Direct to choose the court by law or by treaty and with the exception of those disputes belonging to the competence of the district court.

