

## Terms and Conditions | Coin Meester B.V.

Version: 1.6

Date: 15 November 2021

We are Coin Meester B.V, a Dutch private limited company (*besloten vennootschap met beperkte aansprakelijkheid*) with its registered office in Aalsmeer and registered with the Dutch Chamber of Commerce (KVK) under number 68955820 (hereinafter to be referred to as: 'we' and 'us').

These are our terms and conditions. They always apply when you visit our website or use our services. The applicability of any type of general terms and/or conditions used by you is hereby explicitly excluded.

### 1. Service

Since its conception in 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 Bitladon (in Dutch: Bitcoin Meester). This service allows you to – among other things – buy and sell Virtual Currency (the **Service**). The Service is available via [www.bitladon.com](http://www.bitladon.com) and [www.bitcoinmeester.nl](http://www.bitcoinmeester.nl) (the **Website**).

### 2. Terms and Conditions

When you use the Service, you enter into an agreement with us (the/**this 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](mailto:helpdesk@bitcoinmeester.nl). Answers to Frequently Asked Questions 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 is needed to confirm your identity and offer you an account in conformity with statutory and regulatory provisions. All personal data will be collected, used, saved and deleted in conformity with the General Data Protection Regulation. For more information, see our [privacy and cookie statement](#).

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

### 4. License

In order to be able to use our service, you will receive a non-exclusive, non-transferable license to use the Service, strictly limited to your own personal use within the purposes we determine.

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

## 5. Registration

In order for you to use the Service, you must be registered by making an account via our Website. In order to be registered, you must be of legal capacity to independently enter into a contract without supervision or confirmation by a parent, guardian or administrator (i.e. not a minor or otherwise placed under guardianship).

The registration on the Website must be done truthfully, by you and only by you. You are not allowed to register yourself or to be registered on behalf of someone else. Also, you are only allowed to use your account yourself, it cannot be administered and/or used by someone else.

As part of the registration process, we ask you to set 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 certain markets and jurisdictions, depending on applicable legal restrictions.

If we discover your registration violates the applicable law or these terms and conditions, we are legally entitled to immediately suspend the Service, cancel any outstanding orders and report your activities to the relevant authorities. If this happens, we will try to find a way to return the Virtual Currency to you, based on the available options at that time.

## 6. Screening

Bitcoin Meester's activities are governed by and subject to (amongst others) the Money Laundering and Terrorist Financing (Prevention) Act (*de Wet ter voorkoming van Witwassen en Financiering van Terrorisme (Wwft)*) and the Sanctions Act 1977 (*Sanctiewet 1977 (Sw)*) This has the following implications for you:

Firstly, we must verify your identity. This means that you cannot use the Service anonymously and we have to conduct a process of (intensive) customer screening. This means that you must go through our verification process on the website a number of times before you can trade Virtual Currency. If we discover any irregularity during the verification process, we may ask of you to provide additional information and/or documents as part of the customer screening.

Secondly, we need to take measures to minimize the possibility that the Service is misused to facilitate money laundering and/or to finance terrorism. This means we regularly and thoroughly 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.

By using the Service, you declare that any Virtual Currency you offer has been obtained in a legitimate way and you do not have any knowledge of any possible illegal character of its origin. Also, you declare that the Virtual Currency is owned solely by you and not (for example) by you for or on behalf of someone else.

## 7. Responsibilities

By making an account, you declare that you will only use the Service for its normal purposes and in the way it was intended. This means you are not allowed to use the Service in a way that damages the Service, nor for fraud, abuse 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. Our aim is to have the Service up and running to its full potential at all times. We *cannot*, however, guarantee this.

**Please note:** before you start using the Service, you must be aware of the technical and economic aspects of Virtual Currency, as well as the risks that are related thereto. There are certain inherent risks related to using the Service and the trade in Virtual Currency. We try our best to make the Service as user-friendly as possible, but there are always risks we cannot control and against which we therefore cannot guard you.

## 8. Buying and Selling

The Service allows you to trade in several Virtual Currency (buy from us and sell to us). As compensation for our 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 regarding retention of value, neither at any current point in time nor in the future. Because of the fluctuation of the exchange rates of Virtual Currency, we can only set the definitive price as soon as you start your payment.

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

The bank account number and/or the private wallet address you provide to us, must be in your own name and must be owned and solely used by you. You are not allowed to use anonymous bank account numbers or wallets, nor bank account numbers or wallets that are not registered in your name or not owned by you. If we discover signs that you are contravening this rule, we will block transactions to or from the accounts and/or wallets involved.

When an amount (in fiat currency or Virtual Currency) is returned to us due to incorrect bank account or private wallet information, or if we cannot complete a payment to you because the designated bank account or wallet is not in your name or used by someone else, we have the right to charge a €12.50 compensation for administrative costs.

## 9. Wallet

One of the best features of Virtual Currency is the possibility to have full control over your Virtual Currency by having sole access to private keys. We understand that this can be a challenge at this point in the emergence of the crypto-ecosystem. Until the moment that it becomes easier for individuals to manage private keys for the purposes of trading, 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 for the use of the Service. The Wallet is *not* suited nor intended for long term storage or for large amounts of Virtual Currency. We will take every reasonable measure to secure the Virtual Currency, but can never guarantee total safety, since such a thing does not exist and is technically impossible. **The use of the**

## **Wallet to store large amounts of Virtual Currency is strongly discouraged.**

In light of the foregoing, the Wallet must only be used for the following (core) functions:

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

We strongly encourage you to withdraw the Virtual Currency to a private wallet owned solely by you - not owned or administered by someone else - as quickly as possible.

Any and all risks and property rights regarding the Virtual Currency are transferred to you as soon as the Virtual Currency is withdrawn to the private wallet address that you provided to us. Given the fact that by using the Service you declared that the private wallet is administered in your own name and is not owned and/or used and/or administered by someone else, the transaction towards the private wallet address you provided is legally deemed to be executed with/towards you in person. By entering into this Agreement and using the Service you irrevocably warrant this to us.

Unless stated otherwise on the Website, we consider the transfer to be completed after 1 (one) confirmation on the relevant blockchain.

### **10. Consumer rights**

Within the European Union, every consumer has a basic level of consumer rights. However, in certain situations these rights are not applicable. Our Service 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 a certain waiting time. That is why the right of withdrawal is not applicable to our Service.

### **11. Liability**

With regard to liability, the trade in Virtual Currency is a new (form of) technical development. Within this new crypto ecosystem, matters of distribution and attribution of responsibility are being cast in a different light. The technology enables individuals to have absolute control over their Virtual Currency. That is why we deem it necessary to limit our legal liability to a very large extent.

Within the bounds of the law, we limit our liability to cover only direct damage caused by an attributable shortcoming breach in the fulfilment of our obligations under the Agreement. Direct damage is defined to encompass only:

- Reasonable costs to identify the breach and the damage incurred; and
- Reasonable costs to cure the breach in such a manner and to such an extent that the rendered Service is made to comply with Bitcoin Meester's terms and conditions.

No matter the circumstances, we do *not* accept any liability with regard to:

- Changes in price as a consequence of delayed processing of buy or sell orders;
- Cancellation of orders due to evidently wrong price indications;
- Damage as a result of incorrect Virtual Currency addresses or other (address) information that was provided by you, including bank account numbers and or private wallet addresses;
- Any damage that is inflicted on the balance stored in the Wallet;
- Any damage incurred by the loss of account (login) details, passwords, (access to) bank account(s) and/or (access to) your private wallet(s); and
- Any indirect damage (including consequential damage, loss of income or profit, loss of data and/or moral damage).

Except in cases of demonstrable intent or deliberate recklessness, our liability is - insofar as legally allowed - 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, technical failures, blockchain and/or network malfunctioning and/or other unusual/unforeseen circumstances causing your transaction to remain unprocessed or not to be processed on time, we can decide to cancel the order and return the purchase sum at our discretion.

## **12. Termination of the Service**

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

## **13. Other**

Because our office is located in the Netherlands and we are (legally) registered there, Dutch law is applicable to the Service, this Agreement and the execution thereof. In case of a legal dispute, the court of Amsterdam, the Netherlands shall have the exclusive jurisdiction to settle any dispute in relation to the Service, this Agreement and the execution thereof.

Due to the fast pace at which technology and the applicable laws can change, we reserve the right to change our Terms and Conditions at any time. If we give notice of an amendment or addition to our Terms and Conditions that you do not wish to accept, then you must stop using the Service and terminate your Agreement with us. Use of the Service after the effective date of the new Terms and Conditions will be deemed to signify the acceptance thereof.

By using our Service, you grant us your consent in advance to transfer our rights and obligations stemming from the Agreement and all connected transactions to a third party, either separately (art. 6:155 Dutch Civil Code) or through transfer of the entire Agreement (art. 6:159 Dutch Civil Code). If we execute such a transfer, we will remain responsible for the fulfilment of the Agreement until such time as we inform you of the transfer and the identity of the party to whom we transferred our obligations or the Agreement.

By using our Service you also grant us consent in advance to cooperate with other parties for the purpose of the fulfilment of the Agreement by having them enter into the Agreement and thus become a party thereto.

If we inform you of an executed transfer of our obligations or of the Agreement, or of a third party entering into the Agreement, you have the right to terminate the Agreement, if you so wish. The FAQ on our Website explains how termination of the Agreement is done. Please consult our privacy statement for information on how we handle your personal data after termination of the Agreement.

#### **14. Contact**

If you have any questions about our Service, these Terms and Conditions, or other matters, please contact us:

Coin Meester B.V.  
Thailandlaan 6  
1432 DJ Aalsmeer  
The Netherlands

Tel: +31 (0)85 007 6000  
E-mail: [helpdesk@bitcoinmeester.nl](mailto:helpdesk@bitcoinmeester.nl)