

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

Version: 1.5

Date: October 26th, 2020

We are Coin Meester B.V., a Dutch private limited company (*besloten vennootschap met beperkte aansprakelijkheid*) with registered seat in Aalsmeer and registered with the Dutch Chamber of Commerce (KVK) under number 68955820 (**Bitcoin Meester**).

These are our terms and conditions. They always apply when you visit our website or use our services. The applicability of any (sort 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 Bitcoin Meester. This service allows you to buy and sell Virtual Currency (the **Service**). The Service is available via [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 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. This will be done on a statutory and/or (other) regulatory basis. For more information, see our [privacy and cookie statement](#).

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.

You can use the Service within the scope for which it is meant 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 old enough to individually enter into a contract without the supervision or legal acceptance of a parent, guardian or administrator.

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 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 are legally entitled to immediately suspend the Service, cancel any outstanding orders and report your activities to the relevant authorities. 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

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:

First, we must verify your identity. This means that you cannot use the Service anonymously and we must look into our clients (intensively). 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.

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.

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. 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

You hereby declare to only use the Service for its 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, 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. That way, you are able to enjoy the Service the as it is was designed to do. At this point, however, we cannot guarantee anything.

**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 which we cannot control and therefore cannot prevent from occurring to you.

## 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, at this point in time or 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 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 or a bank account numbers or wallets that are not registered in your name or owned by you. If we discover that you are using one of the aforementioned bank accounts or wallets, no more transactions to or from said accounts and/or wallets will be possible.

When an amount is returned to us due to incorrect bank account or private wallet information, or we discover that said bank account or wallet is not in your name or used by someone else, 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 for the use of the Service. The Wallet is not suited or 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.**

Following the foregoing, the Wallet should only be used by you for the following (core) functions, which are the most important features of the feature for storing and picking up:

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

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

Any and 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 private wallet address which you have provided to us. Given the fact that the private wallet is administered in your own name, and not owned and/or used by someone else (on behalf of you), we consider the transaction at hand to be done 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 confirmation on the blockchain concerned.

## **10. Consumer rights**

Within the European Union, every consumer has a basic level of consumer rights. However, these rights are not applicable in certain situations and/or services. 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 and are not controlled by us and that can occur within a certain waiting time. That is why the right of withdrawal is not applicable to this Service.

## **11. Liability**

With regard to liability, the trade in Virtual Currency is a new (form of) technical 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 fulfilment of our obligations under the Agreement. Direct damage only entails:

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

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

- Changes in price as a consequence of the delayed processing of buy or sell orders;
- Cancellation 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, explicitly including bank account numbers and or private wallet addresses provided by you;
- 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 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, technical distortions, blockchain and/or network malfunctioning and/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 (execution of) 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 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 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  
1432 DJ Aalsmeer  
The Netherlands

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