

# General terms and conditions Cryptotrader.online

Came into effect on the 28th of December 2017.

General Terms and Conditions Cryptotrader.online, established at De koolhof 8, 5502 RH, in Veldhoven, registered with the the Ch. of Comm. under number 17205823.

## Definitions

In these General Terms and Conditions the following terms have the following meanings, unless expressly stated otherwise:

<i>General Terms and Conditions:</i>	The general terms and conditions as set out hereinafter.
<i>Cryptotrader.online:</i>	Cryptotrader.online, part of OliNo Energy B.V.
<i>OliNo:</i>	OliNo Energy B.V. registered with the Ch. of Comm. under number 17205823.
<i>Service:</i>	All work, in whatsoever form, executed by Cryptotrader.online for or for the benefit of the Client.
<i>Client:</i>	Those who have accepted the applicability of these General Terms and Conditions and provided an assignment for the provision of the service.
<i>Agreement:</i>	Every Agreement concluded between Cryptotrader.online and the Client.
<i>Trader:</i>	The fully automatic Bitcoin Trader who trades Bitcoins on behalf of the Client.

## Scope

These General Terms and Conditions apply to every offer and Agreement concluded between Cryptotrader.online and the Client, unless parties expressly and in writing derogate from these General Terms and Conditions.

These General Terms and Conditions also apply to Agreements with Cryptotrader.online for the performance of which third parties must be involved.

The applicability of any purchase and/or other General Terms and Conditions of the Client is expressly rejected.

If it appears that **one** or more provisions of these General Terms and Conditions are null and void or voidable, these General Terms and Conditions will continue to be in existence for all the remainder.

Derogations from the Agreement and General Terms and Conditions will only be valid if these have been expressly agreed in writing with Cryptotrader.online.

If Cryptotrader.online does not always require strict compliance with these conditions, this will not mean that the provisions thereof are not applicable, or that Cryptotrader.online to any extent would lose the right in other cases to require strict compliance with the provisions of these terms and conditions.

## Offers

Offers will be made in writing and/or electronically, unless urgent circumstances make this impossible.

All offers from Cryptotrader.online are without obligation, unless a period for acceptance is stated in the offer. If a period for acceptance is set out in the offer, the offer will lapse when this period has expired.

All offers from Cryptotrader.online are valid during the period included in the offer. The offer lapses when this period has expired.

Cryptotrader.online cannot be bound by its offers if the Client, in accordance with the standards of reasonableness and fairness and according to generally accepted standards, ought to have understood that the offer or a part thereof contains an obvious mistake or clerical error.

## Account

The Client must generate an account to be able to use Cryptotrader.online's trading. The Client must, in doing this, fill in his/her personal data.

The Client will manage his/her account and must personally set this up.

A minor will always require express permission from his/her parent or guardian.

It is not permitted to provide the login details to third parties and/or to use a third party's login details.

Cryptotrader.online will never be responsible or liable for the contents and/or information that is placed on the Client's profile page.

### **Trading**

The Client must first generate a personal account with a third party Bitcoin exchange that is supported by Cryptotrader.online, in order to let Cryptotrader.online trade on behalf of the Client. Following this the Client must generate API keys with this exchange with minimal rights, as a result of which users of these API keys will only have the right to trade and request balances on behalf of the Client. The API keys expressly do NOT have the right to remove money or Bitcoins from the exchange. The Client will be personally responsible for generating API keys with minimal rights. The Client is aware that more risks are taken if API keys are generated with too many rights, because any hackers can misuse these keys to remove money or Bitcoins from the Bitcoin exchange account of the Client.

The API keys are transferred to Cryptotrader.online during the registration for Cryptotrader.online. The Client thereby gives Cryptotrader.online the right to and the possibility to be allowed to trade on behalf of the Client.

If generated correctly by the Client, the API keys will not give Cryptotrader.online any possibility of transferring money or Bitcoins to other accounts.

The Client needs at least one credit to be able to trade. If the number of credits is negative or zero, there can be no trading.

The credits purchased by the Client are in any event not refundable.

### **Termination of the Cryptotrader.online account**

A Client can at any time unilaterally stop the use of the Cryptotrader.online service.

OliNo will be entitled to unilaterally terminate the account with immediate effect if:

- There is fraud or misuse on the part of the Client.
- The Client's actions cause damage for OliNo.
- An account of the Client has had negative credits for longer than 2 months.

### **Performance of the Agreement**

Cryptotrader.online will perform the Agreement to the best of its knowledge and ability and in accordance with high standards.

Cryptotrader.online has the right to have specific work executed by third parties. The applicability of Sections 404 and 407, subsection 2, Book 7 of the Civil Code is expressly excluded.

The work will be executed within a period stated by Cryptotrader.online.

If a period has been agreed or stated for the execution of specific work, this period will only be indicative and is never to be regarded as a final deadline.

If Cryptotrader.online requires data or instructions from the Client, which are necessary for the performance of the Agreement, the execution period will commence after Cryptotrader.online has received this from the Client.

## **Prices and rates**

The prices and/or rates are expressed in Euro, including VAT and other duties imposed by authorities, unless stated otherwise.

The prices and/or rates are including travel and accommodation, packaging, delivery, or dispatch costs, and administrative costs, unless stated otherwise.

Payment will take place by means of the purchase of pre-paid credits. These credits must be purchased online and paid electronically.

Payment will always take place in advance, unless agreed otherwise.

## **Return**

The trader's annual return will be optimised by conducting simulations with real historical Bitstamp trading data.

The trader will only sell bitcoins if profit can be made. By having the strategy to only sell with profit we have made the assumption that Bitcoin will have an increasing price in the long-term. Because of this the trader can wait until the pockets with Bitcoin that have already been purchased can be sold again with profit. This means that in a prolonged monotonous bear market no return can be achieved in the worst case situation.

The trader's return is very dependent on the market. If the Bitcoin's price fluctuates considerably, the Client will achieve the best return with the trader.

Past return on investment is no guarantee for the future.

## **Bitcoin Exchange**

During the trading the money and bitcoins are on an external Bitcoin exchange where the Client has personally generated a personal account. There is risk involved there. Examples of risks: Fraud committed by the owners of the exchange, hackers who penetrate the exchange, etc.

## **Cryptotrader.online**

The API keys for trading with Bitstamp are stored in an encrypted manner on a secured server of Cryptotrader.online. If these API keys are stolen and the hackers succeed in the decryption of the keys, they will be able to trade using the Client's personal account, without the Client's permission. It is not possible for hackers to remove US Dollar or Bitcoins from your account, because the API keys have too few rights for this purpose.

## **Bitcoin**

Investment in Bitcoin is regarded by many people as high-risk and that also applies therefore to using the cryptotraders. Therefore never invest more than you can afford to lose.

## **Liability**

Cryptotrader.online will only be liable for direct damage arisen through wilful recklessness or intention on the part of Cryptotrader.online. Direct damage is exclusively taken to mean:

- damage to property of the Client;
- reasonable costs incurred by the Client for establishing liability and the (extent of the direct) damage;
- reasonable costs, reasonably incurred by the Client, which could be and were permitted to be incurred in all reasonableness, for the prevention or limitation of the damage, insofar as the Client demonstrates that these costs have resulted in limitation of the direct damage;
- reasonable costs, which the Client has incurred in all reasonableness for acquiring payment without the intervention of the courts, as referred to in Section 96, subsection 1, under c, Book 6 of the Civil Code.

Cryptotrader.online will never be liable for the loss of money or Bitcoins due to problems with the Bitcoin exchange, or the careless transfer of money or Bitcoins by the Client from - or to - the Bitcoin exchange.

Cryptotrader.online will never be liable for the loss of money or Bitcoins due to problems with Bitcoin or the Bitcoin network or the decrease in value of Bitcoin.

Cryptotrader.online will never be liable for indirect loss, including in any event consequential loss, lost profit, lost savings, loss due to business interruption, or intangible loss on the part of the Client.

Cryptotrader.online will not be liable for damage, of whatsoever nature, due to the fact that Cryptotrader.online has proceeded from inaccurate and/or incomplete data provided by the Client, unless this inaccuracy or incompleteness ought to be apparent to Cryptotrader.online.

The limitations of liability included in this article do not apply if the damage can be attributed to intention or gross negligence on the part of Cryptotrader.online or its managerial employees.

If Cryptotrader.online were to be liable for any damage whatsoever, the liability on the part of Cryptotrader.online will be limited to a maximum amount of € 7,500 or to the amount that the insurance taken out by Cryptotrader.online gives entitlement to, plus the amount of the deductible which is not borne by the insurer under the policy conditions that Cryptotrader.online accordingly must bear.

The client must report the damage, for which Cryptotrader.online can be held liable, as soon as possible but in any event within 10 days from the arising of the damage, to Cryptotrader.online, all this at the risk of forfeiting any right to compensation of this damage.

Any action for liability against Cryptotrader.online lapses within **one** year after the Client became aware of the damage causing fact or could reasonably have become aware thereof.

### **Indemnity**

The client indemnifies Cryptotrader.online against possible claims by third parties, who in connection with the performance of the Agreement suffer damage which is attributable to the Client.

If Cryptotrader.online is held liable by the third parties on that basis, the Client will be obliged to assist Cryptotrader.online at law and otherwise. All costs and damage on the part of the Cryptotrader.online and third parties will further be at the Client's expense and risk.

### **Confidentiality**

Cryptotrader.online as well as the Client will be obliged, during the term and after the termination of the Agreement, to maintain the confidentiality of all facts and particulars concerning the enterprise, regarding which the Client knows or reasonably can suspect that these are confidential. This duty of confidentiality also contains all data of the employees, customers, clients and other business contacts that has come to one's knowledge on the basis of the Assignment.

### **Limitation period**

In derogation from the statutory limitation periods, a limitation period of **one** year applies to all claims towards Cryptotrader.online and (any) third parties engaged by Cryptotrader.online.

### **Privacy and cookies**

The data and information provided by the Client to Cryptotrader.online will be saved by Cryptotrader.online with due care and confidentiality.

Cryptotrader.online is only and exclusively permitted to use the Client's personal data in the context of the execution of its obligation to supply, or for dealing with a complaint.

During visits to its website Cryptotrader.online can collate, by means of cookies, information from the Client regarding the use of the website.

The information collated by Cryptotrader.online by means of cookies can be used for functional and analytical purposes.

Cryptotrader.online is not permitted to lend, lease, sell, or in another manner disclose the Client's personal data.

If, on the basis of a statutory provision or a judicial decision, Cryptotrader.online will be obliged to provide confidential information to third parties, and Cryptotrader.online cannot rely concerning this on a statutory right to decline to give evidence, or as the case may be a right to decline to give evidence acknowledged or permitted by the court with competent jurisdiction,

Cryptotrader.online cannot be held liable for compensation or indemnification. The Client will also not be entitled to terminate the Agreement on the basis of any damage arisen due to this.

The Client agrees to Cryptotrader.online approaching the Client for statistical research or a client satisfaction survey. If the Client does not want to be approached for research, the Client can make this known.

Cryptotrader.online retains the right to use the other data of the Client in anonymous form for (statistical) research and database.

### **Amendment of the General Terms and Conditions**

Cryptotrader.online has the right to unilaterally amend these General Terms and Conditions.

Amendments will also apply with regard to Agreements that have already been concluded.

Cryptotrader.online will inform the Client by email of the amendments.

The amendments of the General Terms and Conditions will come into effect thirty days after the Client has been informed of the amendments.

If the Client does not agree to the notified amendments, the Client will have the right to terminate the Agreement.

### **Applicable law and disputes**

The law of the Netherlands exclusively applies to all legal relationships that Cryptotrader.online is party to. This also applies if an obligation is wholly or in part executed abroad or if the Client resides abroad.

### **Location**

These General Terms and Conditions are filed with the Ch. of Comm. under number 17205823.

### **Other languages**

As well as the original Dutch version of these General Terms and Conditions, there is one other version of the General Terms and Conditions, translated into English.

The Dutch version of the General Terms and Conditions of {company} is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.