

1. Definitions

In these General Terms and Conditions, the terms written with an initial capital letter have the following meanings:

Application	the application of Coinmerce through which the User can purchase or sell cryptocurrencies;
Coinmerce	Coinmerce B.V.;
User	every natural person or legal entity that concluded an agreement with Coinmerce for the purchase or sale of cryptocurrencies;
Website	the website of Coinmerce: www.coinmerce.io .

2. Information and value

- 2.1 The User is aware that cryptocurrencies do not have a fixed value and that this value may fluctuate significantly.
- 2.2 The market value of the cryptocurrencies will be determined by Coinmerce at the time of the transaction. After the transaction has been completed, this market value can no longer be relied on.
- 2.3 The User is aware that the purchase and sale of cryptocurrencies is at his own expense and risk. Each decision is the User's own decision and responsibility. Coinmerce is not liable for any loss or damage suffered from the purchase or sale of cryptocurrencies or incurred due to delays in the performance of orders to purchase or sell cryptocurrencies.
- 2.4 When the User has placed a purchasing or selling order with Coinmerce via the Application or if a transaction has been completed, it can no longer be revoked by the User. In all instances, any orders placed by the User with Coinmerce are therefore final and cannot be cancelled.
- 2.5 Coinmerce charges a variable fee for each transaction and is entitled to withhold the same during the transaction. In addition, Coinmerce charges a variable fee if the cryptocurrencies are sent by the User from Coinmerce's platform to a third-party exchange or wallet.
- 2.6 Coinmerce does not issue any investment or financial advice in connection with the purchase or sale of cryptocurrencies. Coinmerce only acts as an intermediary in the purchase and sale of cryptocurrencies.
- 2.7 The User may use the payment methods stated on the Website.

3. Registration

- 3.1 The User may create an account using the Application or the Website. The provision of the correct data is the User's responsibility.
- 3.2 Any damage arising due to the provision of incorrect data by the User cannot be recovered from Coinmerce.
- 3.3 The User must be at least 18 years of age or have his parent's or guardian's permission to place purchasing or selling orders using the Application and/or to conclude an agreement with Coinmerce.
- 3.4 During the registration, Users are required to go through Coinmerce's verification process. The User provides Coinmerce with his personal data (first name, last name, country, e-mail address and date of birth). With this verification the User is able to carry out transactions that add up to an amount EUR 500 per week, with an amount exceeding EUR 500 per week the User will provide, after his approval, a copy of his identity document or driver's licence to Coinmerce. After approval of the copy of the identity document the User will be able to carry out transactions that add up to EUR 20.000 per day or EUR 60.000 per week
- 3.5 The User is responsible for maintaining the confidentiality of the account's login data and Coinmerce cannot be held liable for any damage resulting from loss or theft of the User's login data or the use of these login data by any person other than the User.
- 3.6 The User bears responsibility for a proper and secure internet connection, computer, tablet, smartphone or other device that can make a connection to the Application via the Internet and which is equipped with up-to-date security against viruses, intruders, etc.

4. Purchase

- 4.1 Cryptocoins can never be exchanged or returned. The User has the option of offering the purchased cryptocoins for sale again on the Application or the Website against the then prevailing market value, or the User has the option of sending the cryptocoins to a third-party exchange or wallet.
- 4.2 The User emphatically waives the right to terminate or annul the agreement with regard to the purchase or sale of cryptocoins. Completed transactions are final and cannot be cancelled.
- 4.3 The cryptocoins are delivered by offering and sending the cryptocoins to the User's wallet address specified in the Application. The User subsequently has the option of sending the cryptocoins to a third-party exchange or wallet.
- 4.4 Coinmerce administers the cryptocoins in the wallets. The User is responsible for access to the account on the Application and the Website.

5. Sale

- 5.1 The User agrees with the market value determined by Coinmerce when Coinmerce receives the cryptocoins from the User.
- 5.2 The User declares that the cryptocoins have been obtained legitimately.

- 5.3 The User sends the cryptocurrencies to the address specified by Coinmerce. Coinmerce administers and provides security for this wallet.
- 5.4 Coinmerce may only effect the payment of the market value determined by Coinmerce, minus the variable fee stated in Article 2.5, when the cryptocurrencies have been received by Coinmerce and the transaction has been confirmed.
- 5.5 The payment will be sent using the bank data specified by the User. Coinmerce is not liable for the further handling of this payment transaction.
- 5.6 The cryptocurrencies must be received by Coinmerce within six hours of the offer issued by Coinmerce; if not, Coinmerce may return the cryptocurrencies and cancel the order to sell. In that case, the costs associated with returning the cryptocurrencies to the User will be charged to the User.

6. Liability

- 6.1 If there is liability on the part of Coinmerce, this liability is limited to the variable fee paid by the User in any year prior to the event causing the damage.
- 6.2 Coinmerce is not liable for damage in the event of force majeure. Force majeure is understood to mean, in any event, disrupted external Internet connections, instability of the blockchain network, Coinmerce's Application or Website being hacked by third parties, disruptions of banks and in banking transactions, power failures, disruptions of e-mail traffic and unforeseen government intervention.
- 6.3 In the event of force majeure, Coinmerce reserves the right to suspend its obligations or to terminate the agreement with the User in whole or in part.

7. Fraud and Abuse

- 7.1 Coinmerce is entitled to take all measures it deems necessary to avoid abuse and/or fraud. At all times, the User must cooperate in the measures to be taken by Coinmerce.
- 7.2 Coinmerce is entitled at all times to suspend and/or cancel a transaction until the legitimacy of the transaction has been verified and established. In that case, Coinmerce is entitled to determine the market value anew.
- 7.3 Coinmerce is also entitled to conduct an investigation or request additional information from the User.
- 7.4 Coinmerce is authorised to remove an account if these General Terms and Conditions have been violated.
- 7.5 Access to (or any attempt of access to) the sources - including the Application and the Website - of Coinmerce in any manner other than by using the means provided by Coinmerce is strictly prohibited. The User explicitly agrees that the User will not try to gain access to Coinmerce's sources using automated, unethical or unconventional means.
- 7.6 The User understands that it is strictly prohibited to take part in activities that disrupt Coinmerce's sources, including the servers and networks on which the sources are located or with which they are connected.

8. Intellectual Property Rights

- 8.1 All the current and future intellectual property rights vested in and ensuing from the Application and/or the Website, including, but not limited to, trademark rights, tradename rights, copyrights, design rights, domain name and database rights, will continue to be Coinmerce's property at all times. The User acknowledges the intellectual property rights as the exclusive property of Coinmerce.
- 8.2 In so far as intellectual property rights ensuing from the use of the Website or Application accrue to the User, the User will immediately transfer these rights to Coinmerce, who will hereby accept this transfer.

9. Special provisions

- 9.1 Coinmerce processes the User's personal data in accordance with the privacy statement published on the Website.
- 9.2 All transactions and these General Terms and Conditions are exclusively governed by the laws of the Netherlands.
- 9.3 Any disputes ensuing from the agreement with the User will be settled by the competent judge of the Amsterdam District Court.

Contact:

If you have any questions, complaints or concerns after reading these General Terms and Conditions, please do not hesitate to contact Coinmerce by e-mail or letter:

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