

1. Introduction and Definitions

- 1.1. Before entering into and accepting these General Terms and Conditions (“**Terms**”) with C2C B.V. (“**C2C**”), you should carefully read these Terms and consult a professional lawyer, should you have any doubts about the context or otherwise deem it necessary.
- 1.2. When you enter into an Agreement with C2C and thus accept these Terms both directly by signature as well as indirectly by using our platform/app, it shall be deemed that you have read, understood and accepted these Terms and you are thus bound by all terms and conditions of these Terms.
- 1.3. To be eligible to use the Services of C2C you must at least be 18 years of age.
- 1.4. In these Terms the following expressions and terms shall, unless the context requires otherwise, have the following meaning(s) and is used in singular or plural throughout the Terms as appropriate;
 - Account** means the arrangement by which a Customer is given personalized access to the platform/app;
 - Agreement** means the contract between the Customer and C2C;
 - AML** means Anti-Money Laundering. Upon request you can receive a copy of C2C’s AML Policy.
 - API** means Application Programming Interface;
 - Business Day** means a day where banks are normally open for business in the Netherlands and/or the jurisdiction of the Customer and/or the bank and counterparty of C2C (and not only open for internet banking);
 - Counterparty** means any bank and/or broker and/or liquidity provider and/or market maker and/or payment service provider through which C2C has a framework and arrangement in place in relation to the transactions of its Customers’;
 - Customer** means the natural person or legal entity entering into these Terms with C2C;
 - Currency Exchange Transaction** means any transaction executed by C2C on the basis of an Agreement, involving the exchange of different currencies in order to pay out the FIAT requested by the Customer;
 - Cryptocurrency** means a digital currency in which encryption techniques, also known as blockchain, is used to regulate the generation of units of the individual currency and to verify and track transfers. It operates independently of any central bank. It is also referred to in these Terms as “**crypto**” or “**cryptos**”.
 - C2C** means Crypto2Cash, which is incorporated under the name C2C B.V. in the Netherlands under KvK number 71043691 with the Dutch Chamber of Commerce. C2C is the direct counterparty for its Customers.
 - C2C Solutions** means C2C Solutions Pte Ltd, which is incorporated in Singapore under number 201820837Z with the Singaporean Chamber of Commerce. C2C Solutions delivers technical solutions to C2C, which enables C2C to service its Customers.
 - FIAT** means a government or central bank issued currency (for example EUR, USD).
 - Force Majeure Event** means, without limitation, any abnormal or unforeseeable event beyond the reasonable control of C2C. This can be such events as the interruption or

failure of telecom, internet, utilities or equivalent; terrorism; catastrophes of nature; enactment of new legislation; strikes; declared or imminent war; civil unrest or any other type of situation equivalent to any of the above stated.

KYT means Know Your Transaction; where tools and/or external providers are used to establish the history of a particular crypto-coin.

Liquidity Provider means banks, brokers or any trading venue used by C2C in relation to transaction(s) and execution(s).

Party/ies means the Customer and C2C individually or jointly.

Quote Asset means the asset in which an instrument is denominated, so the second asset in the trading pair; for example Bitcoin is denominated in USD and is thus often portrayed as BTC/USD.

Services as defined in Article 4.

You means the Customer, whether natural person or legal entity, entering into these Terms.

2. Application

- 2.1. These Terms are applicable to all services provided by C2C as well as to any legal relationship between you and C2C, including, but not limited to, any quote, order, transaction or equivalent.
- 2.2. Any general terms and conditions of yours are not applicable nor binding in any way or form for C2C and are hereby explicitly rejected by C2C unless C2C has agreed otherwise in writing and with valid signatures.
- 2.3. If one or more of the provisions of these Terms are at any time partially or in full invalid or void, the remaining provisions of the Terms will apply in full.
- 2.4. C2C may update these Terms from time to time. You accept and acknowledge that the most recent Terms supersedes any previous versions and is made available on the website of C2C. C2C will on a best endeavour basis announce any changes to you 2 weeks prior to the date of implementation, however you accept that there may be situations under which it is not possible.

3. Conclusion of Agreement & Information Provision(s)

- 3.1. In order to use the Services of C2C, you need to register with C2C and provide all relevant and requested information and documentation; including but not limited to data required to identify you, the beneficiary owners of a legal entity, authorized persons, organizational information and any other data deemed necessary by C2C under the relevant Anti-Money Laundering (“**AML**”) regulations.
- 3.2. It is your responsibility to inform C2C immediately if any of the data changes.
- 3.3. By agreeing to and accepting these Terms, you confirm that you are the beneficial owner of any cryptos sent to C2C and that you are the beneficial owner of the account to which the FIAT is sent. There may be no change in ownership when using the Services of C2C.
- 3.4. An Agreement and these Terms will only be concluded and binding upon C2C having confirmed in writing, either through e-mail or through the platform/app.

- 3.5. C2C may reject entering into an Agreement with any customer, even if all necessary data has been provided.

4. Services offered under these Terms

- 4.1. C2C offers services for Customers to sell Cryptocurrencies in order to obtain FIAT.
- 4.2. C2C does not offer to hold any client funds, whether these are in FIAT or in Cryptos.
- 4.3. C2C does not support all FIAT and Cryptos. An overview of the available Cryptos and FIATs can be found on the platform/app. If you wish to have a currency added, you may submit a request over the platform/app, however C2C reserve the right to decline such request.
- 4.4. You acknowledge and accept that the primary language of communication with C2C is English and the primary medium for communication is the platform/app.
- 4.5. You acknowledge and accept that C2C will only be able to provide its services to you, if you use the contact details you have registered with C2C or if it is done through the platform/app.
- 4.6. You acknowledge and accept, that C2C operates on the principle of payment upon delivery, which means that even if you are allowed to submit the cryptos post execution no FIAT will be paid out until the cryptos are received and have undergone the KYT process.

5. Platform and Access

- 5.1. The access to the platform/app is personal and you are therefore obliged to keep your personal login details secure and confidential and you are not allowed to share these with a third party, which has not been identified towards C2C and has not receive their own personal login. If you become aware that a third party has obtained access to the platform/app or the login details, you must immediately inform C2C. The same applies, if your mobile phone has been lost or stolen, as the phone is essential for the security and integrity of your access.
- 5.2. C2C may block your access to the platform/app, if it has reasonable grounds to suspect a third party has access or if there is suspicions of fraud or fraudulent behavior.
- 5.3. You may only use the data and information on the platform/app for transaction(s) with C2C and you may not use any information, data or system from C2C for your own business. You are not allowed to reproduce, copy or sell any of the information, data or the platform/app to third parties.
- 5.4. You will refrain from uploading software, malware, spy ware or any type of file (e.g. trojans, worms, logic-bombs, keystroke loggers, denial of service attacks or any other harmful program or similar computer code, information or data on the platform/app of C2C, whether directly or indirectly, which can in any way or manner harm the integrity of the platform/app.
- 5.5. You may not use the platform/app in any way which is unlawful or fraudulent, whether directly or indirectly and you acknowledge and accept that the services and platform/app of C2C may only be used for lawful purposes. If you breach these Terms or any applicable law or regulation using the services of C2C, you shall bear the full liability for any costs C2C may suffer due to this, such as but not limited to attorney fees.
- 5.6. The platform/app is internet-based on consequently you acknowledge and accept that using such systems involves risks; including but not limited to failures in internet access, software, hardware, etc. and consequently C2C cannot be held liable for any failures outside its scope of responsibility.
- 5.7. Restrictions or non-accessibility to the platform/app may occur at any time either due to necessary maintenance, regular update or servicing of the platform/app. You accept that C2C may perform such activities at any time and for any period deemed necessary to perform the activities and you accept and acknowledge such restriction of use. C2C cannot be held liable for any claimed losses due to restrictions or non-accessibility of the platform/app.

6. Request for Quote & Submitting Orders

- 6.1. In order to prevent misunderstandings and keeping an electronic track-record, you are encouraged to place all request for quote(s) and order(s) through the platform/app.
- 6.2. Any instruction and/or request for quote and/or order submitted by you through the platform/app, email or phone will constitute as valid and binding for you towards C2C when C2C has confirmed the receipt of the order. However, you acknowledge and accept, that the order will first become valid and binding for C2C once C2C has confirmed to you the execution through a trade confirmation as if the markets are very volatile or there is not sufficient liquidity to fill, C2C may not be able to obtain the price; in such cases you are informed that the order cannot be executed.
- 6.3. You acknowledge and accept, that you are responsible for the accuracy of any information, instruction or order submitted to C2C by you, no matter the medium chosen to do so.
- 6.4. It is your responsibility to check any order or order confirmation for discrepancies and inform C2C within 15 minutes of the notification being sent by C2C to you. Failure to act within 15 minutes of receipt, all liability of any execution error falls to you. A notification is deemed received by you the moment it is sent in the platform/app and is thus viable for you, regardless whether you are logged into the platform/app.
- 6.5. You acknowledge that you are obliged to act in accordance with the instructions of C2C before an order can be fully executed; e.g. if instructed the cryptocurrency must be submitted and received by the indicated wallet address within the stipulated time-period or otherwise the order cannot be executed and completed. You are liable for any costs, fees or equivalent C2C may have incurred due to your negligence.
- 6.6. If C2C and you have agreed, e.g. that you may submit the cryptos post execution of the order, you must submit the cryptos within the time period stipulated or you will become liable for extra fee and/or cover any charge C2C may have suffered due to this. You acknowledge and agree, that C2C may cancel the transaction and that you are liable for any costs and fees, including re-purchasing the cryptos at market rate.
- 6.7. You acknowledge, agree and accept, that in the event you do not submit the cryptos to C2C the exclusivity in the jurisdiction clause, clause 11, will become void and C2C may initiate any type of legal proceeding in any jurisdiction where you are incorporated, a citizen of or have residence.
- 6.8. You acknowledge and accept that C2C may refuse any instruction and/or order provided by you, which is found to be or suspected of being in violation of any legislation, such as but not limited to AML. C2C may also refuse any instruction and/or order which may have a negative effect of the economic solidity of C2C.
- 6.9. You acknowledge and accept, that C2C may perform KYT investigation on any cryptos received from you before execution of an order, both using internal tool(s) as well as external provider(s), and that C2C may reject, suspend or freeze an order based on the outcome of the KYT investigation.
- 6.10. You acknowledge and accept, that it is not possible to place e.g. limit, stop or equivalent orders with C2C on the platform/app. C2C is solely offering the service of

selling cryptocurrencies against a request for quote, which upon the acceptance of you, becomes an order to execute.

- 6.11. You acknowledge and accept, that C2C may use third parties and counterparties in order to execute orders and transfer funds. If the third party or counterparty becomes insolvent, this may have consequences for you and your funds or cryptos. Unless prescribed by law or otherwise indicated, C2C does not accept liability for any acts or omissions of any third parties.

7. Transfer of FIAT or Cryptos

- 7.1. You acknowledge and accept, that there may not be a change of beneficial ownership of the FIAT and Cryptos involved using the services of C2C. The Cryptos must be transferred from a wallet belonging solely to you and the FIAT payment must be to an account held solely in your name and belonging solely to you with a regulated and licensed financial institution. If you submit cryptos to C2C from one wallet and then do not wish to perform a transaction, the cryptos can only be returned to the wallet from which it was originally received.
- 7.2. You acknowledge and accept that C2C does not hold any funds or cryptos on your behalf in accordance with the Service Clause.
- 7.3. You accept and acknowledge that C2C may decline receipt of a transfer in of cryptos if there is not an agreement for a transaction, C2C may not return them immediately if it is able to recognize the sending wallet, however C2C will return it to the sending account if no instructions are received.
- 7.4. You accept and acknowledge, that in the event you submit cryptos to C2C without performing any transaction, a fee will be deducted by C2C when they are returned.

8. Fees & Charges

- 8.1. C2C is entitled to receive the difference between the rate/price C2C receives from its Counterparties and the rate/price agreed with you. This can be e.g. the difference between the Quote Asset and the FIAT.
- 8.2. C2C may charge additional fees for any type of report outside the standard offering, urgent transfers or equivalent.
- 8.3. C2C may charge a fee in the event you submit cryptos to C2C and these are later returned to the submitting wallet without a transaction being performed; this can be both if you request them returned; if C2C are not able or willing to execute the conversion of FIAT on your behalf or equivalent.
- 8.4. C2C may implement new prices and fees or change existing prices and fees for its services and will on a best endeavor basis inform you of any such changes.

9. Limitation of Liability

- 9.1. Further to the limitations of liability incorporated in the Clauses of these Terms, additional limitations of liability applies;
- 9.2. If an error occurs in the pricing of a request for quote or an order, which can be evidenced as manifestly wrong and/or where it was or ought to have been reasonably known by you that the pricing was incorrect, C2C is not bound by any contract made at that price. C2C reserves the right to either cancel the order/transaction or offer you a correction of the erroneous price.
- 9.3. C2C is not liable for any transmission errors and/or inaccuracies made by you. You must inform C2C immediately if you have accidentally provided incorrect data to C2C either through the platform/app or through other medium.
- 9.4. You accept and acknowledge, that C2C is not responsible for information on website of third parties or electronic systems, even if there is a direct link or referral to that web site from C2C. Such referrals are only for information purposes for you.
- 9.5. You accept and acknowledge that any information, analysis, opinion or other/equivalent information and market reviews (all together “**Information**”) provided by C2C does not constitute any type of investment advice and consequently, C2C does not bear any liability for any losses occurred from any decision/transaction you have made based on this information.
- 9.6. C2C cannot guarantee a continuous availability of the platform/app nor the possibility of contacting our offices all hours of the day and all days of the week and thus C2C cannot accept liability for any claimed damages or losses arising from non-functionality or non-availability, unless such damages or losses are due to willful misconduct or gross negligence of C2C.
- 9.7. You indemnify and hold C2C harmless from and against any claims, costs, damages and losses resulting from any breach by you of the obligations set out in these Terms.
- 9.8. If C2C have reason to think that the transactions performed by you through C2C could be related to money laundering or equivalent criminal behaviour, C2C may freeze any funds, whether cryptos or FIAT, which are with C2C and report this/these to the relevant financial authority and C2C cannot be held liable for any claimed or real losses you may incur due to this.

10. Termination

- 10.1. You may terminate the Agreement and these Terms with one (1) month's notice and C2C may terminate with two (2) months' notice. You may not request any transaction, which would have settlement/payment date after the day of the termination of this Agreement and these Terms.
- 10.2. C2C may suspend or terminate the Agreement immediately, including cancelling any active instructions and/or orders, should circumstances arise of such nature that the fulfillment of the contract is no longer possible or cannot reasonably be expected to be continued. In the event C2C suspends or terminates this Agreement and these Terms, C2C is in no way or manner liable for compensation of damages or costs occurred in any way, whether directly or indirectly, resulting from the suspension or termination.

11. Governing law, complaints and dispute settlement

- 11.1. It is your responsibility to abide by local laws of your jurisdiction in relation to the use of the Services of C2C, e.g. in relation to tax and whether you may use the Services.
- 11.2. In the event you wish to raise a question, a problem or issue you agree and accept that you should always first reach out to the sales and support team of C2C. If you believe you have not received satisfactory response, then you may file a written complaint at legal@crypto2cash.com based on which an internal investigation of the question, problem or issue will commence.
- 11.3. You agree that the Agreement and these Terms are governed by the laws of the Netherlands and that the exclusive jurisdiction for e.g. any claim you wish to file against C2C at a court shall be granted to the Courts of Amsterdam, the Netherlands. The doctrine of Forum Non Convenience does not apply to the court of choice under these Terms.
- 11.4. C2C reserves the right to commence proceedings in any competent court and jurisdiction that it may find suitable, including but not limited to, jurisdictions where you are a citizen, resident, incorporated or where you possess assets.
- 11.5. This Clause 11 will survive any termination of these Terms, whether initiated by you or by C2C.