



BUX Crypto

TERMS & CONDITIONS

Date: December 2019
Version 1.0

BUX Alternative Investments B.V is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its statutory seat in Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce in Amsterdam under number 76895327.

Terms & Conditions

These terms and conditions **Terms**) govern your access to and use of www.getbuxcrypto.com and/or the application BUX Alternative Investments B.V. (hereafter named as “**BUX Crypto**”) and the related products and services (the **Services**). Please read these Terms carefully, and contact us if you have any questions. By accessing or using BUX Crypto, you agree to have read, understood and that you shall be bound by these Terms. Changes in these Terms, fee structure and/or any order limits will be notified by us via BUX Crypto or by email. You agree to any of these changes by continuing to use BUX Crypto and our Services.

1. About BUX Crypto

- 1.1. BUX Crypto is a cryptocurrency trading platform with a strong focus on user-friendliness and community trading features. BUX Crypto offers you cryptocurrency exchange and wallet provider services (the **Services**). Customers of BUX Crypto can easily buy and sell cryptocurrency with fiat currencies on the platform.
- 1.2. BUX Crypto is operated by BUX Alternative Investments B.V., a private limited liability company registered with the trade register of the Dutch Chamber of Commerce under registration number 70541752 with its offices located at Spuistraat 104D (1012 VM) in Amsterdam (**we, us**).

2. Registration

- 2.1. You are required to register at BUX Crypto before you are allowed to use the Services. It is not possible nor allowed to use BUX Crypto anonymously. We reserve the right to refuse the creation of a new account for any reason.
- 2.2. You are required to provide us with complete and accurate information about yourself. You are responsible for submitting correct account data and for keeping this information up to date. We may ask you to provide proof of your identity and accompanying documents at any time. Any information provided by you will be verified by us. Unverified users have limited rights and cannot deposit or withdraw any amounts.
- 2.3. You give us permission to do extra screening in addition to the requested information. This includes - amongst others, but not limited - the review of publicly available information as well as consulting non-public databases for information concerning identification evidence and political involvement.

3. Account

- 3.1. BUX Crypto accounts are restricted to natural citizens of the EEA with a minimum age of 18 years old.
- 3.2. You may only create one account and it is not allowed to transfer an account to another person, unless BUX Crypto granted its prior written permission to do so.
- 3.3. You must keep your user name and password confidential at all times and must not allow others to use your account. You are responsible for all activity that occurs under your account, including any activity by authorised or unauthorised users. If you know or suspect that anyone other knows your password, you must promptly change your password and notify us.

4. Use of BUX Crypto

- 4.1. You may not use BUX Crypto for any purpose other than the use of the Services. You are specifically prohibited from: (a) using any data mining, robots or similar data gathering or extraction methods; (b) manipulating or otherwise displaying BUX Crypto by using framing or similar navigational technology; (c) registering, subscribing, unsubscribing, or attempting to register, subscribe or unsubscribe any party for any Services if you are not expressly authorized by such party to do so; and (d) using BUX Crypto other than for its intended purpose, including to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others, and/or to publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
- 4.2. Except as expressly permitted by us, you will not scrape, reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble BUX Crypto. Nor will you attempt to circumvent any of BUX Crypto's technical measures or take any measure to interfere with or damage BUX Crypto. If you in any way discover a possible security flaw or software bug, you are obliged to notify us immediately without having any right to compensation.

5. Intellectual Property Rights

- 5.1. BUX Alternative Investments B.V. is the owner (or the licensee) of all copyrights and intellectual property rights in BUX Crypto, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. We shall also own any data generated at BUX Crypto or the use of our Services. You must not use any part of the content on BUX Crypto for commercial purposes without obtaining a license to do so from us. No other use of the intellectual property is permitted than necessary to use the

Services, unless BUX Crypto has given its prior written consent.

- 5.2. We hereby grant you a limited, non-exclusive and non-sublicensable license to access and use our intellectual property rights for your personal use. Such license is subjected to these Terms and does not permit (i) any resale of our materials, (ii) the distribution, public performance or public display of any materials; (iii) modifying or otherwise making any derivatives uses of our materials, or any portion thereof; or (iv) any use of our materials for other than for their intended purposes. This license will automatically terminate if we suspend or terminate your access to the Services.

6. Compliance

- 6.1. You are responsible for compliance with any applicable laws concerning (the trade of) cryptocurrencies and are expected to be aware of the applicable legal regulations in relation to cryptocurrencies in your country of residence. We are not required to provide information concerning the legal or regulatory status of cryptocurrencies.
- 6.2. Criminal acts and economic offenses such as money laundering and trading in not legitimately obtained cryptocurrencies are forbidden. When you are found to be violating laws or regulations, we are authorized to notify the authorities.
- 6.3. A user account will be blocked for the duration of an investigation into misuse of the account. We maintain the right to suspend any pending transactions for the duration of the investigation. If the legitimacy of a user and/or any transactions cannot be determined, your right to any outstanding funds may be lost.
- 6.4. We will only comply with substantiated requests of authorities to provide user information.

7. Duration

- 7.1. These Terms will apply to you until termination of your account and the use of our Services. You may terminate your account at any time with immediate effect. BUX Crypto may at any time terminate your account with 30 days' written notice. We are also entitled to suspend or terminate your account and/or freeze funds upon the discovery of incorrectly submitted account data, illegal activities or any acts in breach of these Terms.
- 7.2. BUX Crypto may at any time decide to discontinue its Services, in which case all outstanding orders will be cancelled. You will be given a reasonable opportunity to withdraw all funds in accordance with these Terms for a period of 3 months following receipt of such notice.

- 7.3. Upon termination of these Terms, clauses 5, 6, 13, 16 and 17 shall remain to apply.
- 7.4. BUX Crypto's acceptance of new users is subject to its onboarding, anti-money laundering and customer due diligence policies.

8. Orders and transactions

- 8.1. BUX Crypto offers you the option to trade (i) fiat to cryptocurrencies, (ii) cryptocurrencies to cryptocurrencies and (iii) cryptocurrencies to fiat. Each of these will be considered a transaction, for which certain restrictions may be in place. These restrictions can be changed by us at any time and will be published on BUX Crypto. All downward changes will be notified by us at least 7 days in advance.
- 8.2. Submitting orders for transactions are only possible if you have sufficient funds. When you submit an order via BUX Crypto, you authorize us to execute a transaction in accordance with such order. You acknowledge that we shall not act as your advisor, agent or otherwise and that any information provided to you shall not be considered or construed as advice. You may only cancel an order if such an order has not been executed by us yet.
- 8.3. Transactions and orders may be automatically executed by BUX Crypto on the basis of your preferences and settings. You are responsible for all orders provided to BUX Crypto, for any executed transaction on the basis of your preferences and information provided by you. Once submitted, orders can be made final by BUX Crypto at any moment. Any erroneous instructions are your responsibility.
- 8.4. BUX Crypto is not responsible for any price fluctuations. Price fluctuations are fully dependent on supply and demand. We will provide you with an estimation of the current exchange rates, but you acknowledge that the final transaction may significantly differ from the shown estimation. This will be your own responsibility and transactions cannot be reverted.
- 8.5. We cannot guarantee the availability of sufficient supply and demand to fully or partially process an order.
- 8.6. BUX Crypto processes transactions and orders in chronological order, based on the time of submission of the orders. The most favourable price will be searched for every order, based on the supply and demand at that time. We may at any time refuse to execute an order for a transaction.

- 8.7. Neither BUX Crypto nor the user have the right to revert a transaction, if no errors have occurred in processing of the transaction and if the transaction was done either through the API or directly from the account of the user.

9. Deposits and withdrawals

General

- 9.1. Stichting Blockport is responsible for managing all funds (euros, bitcoins and other cryptocurrencies) on behalf of BUX Crypto. Questions, complaints and/or suggestions can be addressed to BUX Crypto.
- 9.2. Any restrictions in relation to deposits and withdrawals are published on the website of BUX Crypto (www.getbuxcrypto.com/pricing). We reserve the right to amend these restrictions at any time. Unless in case of exceptional circumstances, we will provide you with 7 days' notice if we lower the maximum amount that can be withdrawn from your account.
- 9.3. Deposits and withdrawals lower than the minimum fee will not be processed.

Cryptocurrency

- 9.4. A cryptocurrency deposit will be added to the balance as soon as we have received sufficient verifications of the transaction. The speed of verifying transactions depends on the performance of the network and necessary time to complete compliance procedures.
- 9.5. We maintain the right to reject cryptocurrency deposit and/or withdrawal addresses, after which you must no longer use these addresses after having been notified.

Euro

- 9.6. Euro deposits are limited to euros only. If a different currency is used all conversion fees will be passed on to you. Euro withdrawals are limited to SEPA bank accounts only. Submitting the right bank details is your responsibility.
- 9.7. In the event that a Euro deposit cannot be credited to the account due to a wrong description or a different account holder name for instance, it will be refunded to a SEPA bank account only. Any Euro withdrawal fees will be deducted from the refunded account.

- 9.8. In the event that a Euro withdrawal is refused by your bank, we maintain the right to pass all costs charged by the bank on to you.
- 9.9. A Euro deposit and withdrawal can only be accepted and executed by BUX Crypto if the transaction is made from or to an account that is registered on the same name that is associated with your verified BUX Crypto account.
- 9.10. All received Euro transactions are meant to be used for obtaining cryptocurrencies on BUX Crypto. They are expected to be used for transactions in an acceptable time and not to be stored for other purposes. Your incoming Euro transactions are non-transferable, only in case of a withdrawal that complies with the terms described in clause 9.9. BUX Crypto will contact customers to withdraw or use the amount received by Euro transaction if the amount is not used within 30 days to obtain cryptocurrencies. If the funds are not used to obtain cryptocurrencies within 30 days, the total or remaining amount of your Euro transaction will be transferred back to your verified SEPA bank account.

10. Security measures

- 10.1. You are responsible at all times for using an account in a secure environment and in a secure manner. This means the internet connection, email account(s) and computers and other devices, on which BUX Crypto is used by the user, have to be secure at all times.
- 10.2. Passwords and all two factor authentication data must be kept secret. We expect you to do your utmost best to prevent unauthorized parties from obtaining this data. You are responsible for any damages or losses in case your account is used by someone without authorized access.
- 10.3. BUX Crypto will never ask you to provide authentication data (passwords and two factor authentication) other than when logging in to your account. You must never respond to a request to provide this data, even if the request appears to originate from BUX Crypto.
- 10.4. If funds are stolen as a result of the user failing to comply with the security guidelines, or when this cannot be blamed on us for other reasons, the user has no right to any compensation.
- 10.5. Processed cryptocurrency transactions are definitive and irreversible. Submitting the correct address is your responsibility, even in the event an address is changed by malware.

10.6. In the event that you know or suspect your authentication data has been stolen or may be misused, the user must contact BUX Crypto immediately.

10.7. BUX Crypto warrants the availability of user funds on Stichting Blockport to the maximum possible extent in the case of damages caused by careless handling by our employees or poor server and/or software security.

11. Risks

11.1. You acknowledge and agree that you will use our Services at your own risk.

11.2. BUX Crypto is not supervised by the Dutch Authority Financial Markets (AFM) nor the Dutch Central Bank (DNB) for offering cryptocurrency exchange and wallet provider services. You are aware of this fact and accept the accompanying risks.

11.3. You are aware of and take full responsibility for the accompanying risks of possessing and using cryptocurrencies. Among these risks are the lack of any guarantee of value and the preservation of value.

12. Privacy

12.1. In providing the Services, we may collect and process your personal data, being among others email address, user name and IP address. The main purpose of collecting personal data is to provide the Services to you. For more detailed information we refer you to our Privacy Policy which is accessible on the website of BUX Crypto (www.getbuxcrypto.com/privacy).

13. Fees and costs

13.1. All applicable fees will be shown on the BUX Crypto website. After submitting an order, deposit and/or withdrawal, you agree that the fees, as shown on BUX Crypto at that time, will be deducted from the balance of your account. BUX Crypto maintains the right to change the fees at all times, provided that we will never change any fees after an order has been placed. Increases in withdrawal fees will be notified by BUX Crypto at least 30 days in advance.

13.2. Fees can be charged in both cryptocurrencies and euros.

13.3. You are not entitled to interest on your funds.

14. Complaints

- 14.1. Any complaints about BUX Crypto and its Services can be reported via support-crypto@getbux.com Contact details can be found on the BUX Crypto website (www.getbux.com).
- 14.2. We may ask for additional clarification when complaints are insufficiently explained and/or substantiated. When you fail to respond to such a request, we will consider the complaint as “not sent”.
- 14.3. Both BUX Crypto and the user shall cooperate to achieve a solution to the satisfaction of both parties.

15. Limitation of liability

- 15.1. BUX Crypto and the Services are provided by us on an “as is” basis without warranty of any kind.
- 15.2. In as far as allowed under applicable law, in no event shall BUX Alternative Investment B.V., Stichting Blockport, their directors, advisors, employees or agents be liable for any damages or losses in connection with or arising under the Terms or (the use of) the Services or BUX Crypto, including your use of, reliance upon, access to, or exploitation of BUX Crypto, or any part thereof, or any rights granted to you hereunder, whether the action is based on contract, tort, infringement of intellectual property rights or otherwise, unless it results from BUX Alternative Investments B.V.’s wilful misconduct or gross negligence.
- 15.3. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of BUX Alternative Investments B.V. and Stichting Blockport (including any directors, employees, advisors and agents), whether in contract, warranty, tort, product liability, or any other theory, arising out of or relating to the use of, or inability to use, BUX Crypto or to these Terms exceed the fees paid by you to BUX Crypto during the 12 months immediately preceding the date of any claim giving rise to such liability.
- 15.4. You agree to defend, indemnify and hold harmless BUX Alternative Investments B.V. and Stichting Blockport (and each of their directors, employees, agents and affiliates) from any claim, demand, action, damage, loss, or expense, including attorneys’ fees, arising out of or relating to (i) your use of, or conduct in connection with our Services; (ii) your violation of these Terms; or (iii) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, at our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

16. General provisions

- 16.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Dutch law, and the parties irrevocably submit to the exclusive jurisdiction of the courts competent in Amsterdam, The Netherlands.
- 16.2. We reserve the right to unilaterally amend the Terms at any time.
- 16.3. We may at any time sub-contract or assign any of its rights and obligations under these Terms or in relation to the Services or the use of BUX Crypto to any other third party. You cannot assign any of your rights and obligations under these Terms to a third party without our prior written consent.
- 16.4. All notices required to be sent to BUX Crypto under these Terms should be sent via email to support-crypto@getbux.com. All notices to you will be sent via email to the email address set out in your account.
- 16.5. BUX Crypto will do its utmost best to make the Platform operational 24 hours a day, 7 days a week, but can never guarantee to be fully operational at any time. Planned maintenance will be announced at least 24 hours in advance. BUX Crypto's customer support and compliance team will be operational during standard business hours.