

# Terms and Conditions

## Introduction

Anycoin Direct GmbH ("Anycoin Direct" or "we"/"us") wants to offer a secure and able platform. Anycoin Direct therefore carefully considers the interests of its customers, employees, and society at large and the integrity and image of the cryptocurrency market. Therefore, Anycoin Direct is asking you to carefully read the material provided before you start trading in cryptocurrencies. We advise you to carefully read these Terms and Conditions. Investing and trading in cryptocurrencies is new, high-risk and highly speculative; you could lose your entire investment (risk of total loss).

Anycoin Direct is a regulated financial institution under the supervision of the German Federal Financial Supervisory Authority ("BaFin"). Anycoin Direct holds a license for proprietary trading pursuant to Section 1 (1a) sentence 2 No. 4 KWG (German Banking Act) as well as a license for crypto custody business pursuant to Section 1 (1a) sentence 2 No. 6 KWG.

Cryptocurrencies are financial instruments in the form of crypto assets within the meaning of Section 1 para. 11 S. 1 No. 10, S. 4 KWG. The acquisition of cryptocurrencies is associated with various risks. You should thoroughly read the Terms and Conditions and the Risk Disclosure prepared by Anycoin Direct, before buying, selling and/or swapping cryptocurrencies. Anycoin Direct does neither provide investment advice or financial portfolio management services to you, i.e. Anycoin Direct does not make investment recommendations, nor does Anycoin Direct consider whether the purchase and/or sale of cryptocurrencies is individually suitable for you based on your personal circumstances. There is also no appropriateness check.

By opening an account and using any of the Services offered on the Platform, you acknowledge that you have read, understood and accepted these Terms and Conditions.

## Definitions

### ***Account***

Personal environment on the Anycoin Direct Platform. This may be either a Personal Account (private) or a Business Account (for companies).

### ***Affiliate***

A customer or partner of Anycoin Direct who wants to use the Affiliate program.

### ***Affiliate program***

A program provided by Anycoin Direct in which an Affiliate can participate by distributing and promoting Referral Links, the Platform and the Services of Anycoin Direct on his/her website or social media channel. The Referral Link is a personalized URL that is unique to each Affiliate.

### ***Anycoin Direct App***

A mobile application (app) through which Anycoin Direct offers its Services to you. You can download the Anycoin Direct app from the Apple Store or Google Play Store.

### ***Coin-to-Coin***

The exchange of one cryptocurrency for another cryptocurrency. We offer you the opportunity to buy and sell cryptocurrencies for cryptocurrencies (Coin-to-Coin). On the Anycoin Direct website this can be found under the heading 'Swap'.

### ***Affiliate Fee***

A percentual compensation in favour of the Affiliate for the successful application of new customers. The Affiliate Fee is converted into credits on the Affiliate's account.

### ***Credits***

Credits can be used as a discount in EUR on orders for private customers and can be paid out in EUR for business customers.

### ***Cryptocurrency***

A digital asset that may be used as means of payment or investments and which makes use of cryptographic code to provide secure transactions, control the creation of additional units, and verify property transfers.

***Material***

Any kind of visualization as provided by Anycoin Direct for the Affiliate Program. This includes, among others, the Anycoin Direct logo, banners, posters, videos and other marketing material.

***Order***

Placing an order on the Platform for the purpose of using our Services.

***Platform***

The website and services at <https://anycoindirect.eu> and the Anycoin Direct App.

***Products***

Cryptocurrencies as offered on the Platform.

***Referral Link***

A personalised URL by means of which the customer can earn a commission. This commission is added to the account in the form of credits.

***Services***

All Services (buy, sell, swap) offered via the Platform, including the personal and business account, the Vault, orders, products, etc.

***Vault***

A custodial wallet offered by Anycoin Direct, that is used to store Cryptocurrencies that are purchased with the buy and swap services.

***Wallet***

An application on your electronic device, a specific hardware device or an account at a wallet custodial service provider to store and transact in cryptocurrency assets

***Working day***

Any day on which banks in Germany (reference location: Frankfurt) are open to the public.

## When the following provisions have been agreed

### *Article 1 – Applicability*

- a) Anycoin Direct operates a Platform on which you as a customer can buy, sell and/or swap Cryptocurrencies directly from or to Anycoin Direct (collectively also: "**Proprietary Trading Services**"). Anycoin Direct will - if you wish - also take over the custody of the Cryptocurrencies purchased on the Platform in the Vault, which is available for all customers. You can also use the Services offered by Anycoin Direct via the Anycoin Direct App.
- b) These Terms and Conditions are applicable if you reside in Germany.
- c) Access to the website <https://anycoindirect.eu>, which is administered by Anycoin Direct, is only given in accordance with the Terms and Conditions.
- d) The Terms and Conditions apply to every offer Anycoin Direct makes, and to every agreement established between you and Anycoin Direct.
- e) Anycoin Direct offers you the opportunity to carefully read the Terms and Conditions before entering into an agreement. In addition, the text of these Terms and Conditions will be made available to you electronically in a format that allows it to be stored on a durable medium.
- f) In the case that specific service conditions apply in addition to these Terms and Conditions, paragraph (d) and (e) of this article shall apply mutatis mutandis, and you may, if you are a consumer, invoke the applicability provision that is the most advantageous for you in the case of conflicting conditions.
- g) All Services of Anycoin Direct are exclusively based on these Terms and Conditions. These are an integral part of all contracts that Anycoin Direct concludes with you for the Services. They also apply to all future services and/or offers to you, even if they are not separately agreed again. By opening an account and using any of the Services offered on the Platform, you acknowledge that you have accepted these Terms and Conditions.
- h) Your terms and conditions or those of third parties do not apply, even if Anycoin Direct does not separately object to their validity in individual cases. Even if Anycoin Direct refers to a letter containing or referring to your or a third party's terms and conditions, this does not constitute an agreement to the validity of those terms and conditions.

## The Services we offer

### *Article 2 – Service provision*

- a) In order to make Anycoin Direct's Service provision accessible to you, you must open an Account with Anycoin Direct. Creating an Account with Anycoin Direct is free of charge.

- b) Anycoin Direct reserves the right to close or not accept/onboard business accounts if the number of orders and magnitude of the transactions are so limited that Anycoin Direct cannot be required to administer these accounts free of charge. The minimum amount for transactions is in any case at least EUR 10,000 per business account per year.
- c) After you have created your personal or business account and Anycoin Direct has verified the account, Anycoin Direct offers you the following Services:
  - i. The possibility of buying and selling cryptocurrencies for EUR (fiat);
  - ii. The possibility of buying and selling cryptocurrencies for cryptocurrencies (Coin-to-Coin);
  - iii. The possibility of storing of cryptocurrencies in the Vault; Anycoin Direct offers crypto custody Services only for users of the Vault. If you use our Service to buy, sell or swap any cryptocurrencies from or to your own personal or third-party custodial wallet, Anycoin Direct does not hold any cryptocurrencies for you;
  - iv. The option of utilise EURC, a stablecoin pegged to the euro, for storage and fast and streamlined trading transactions (please see article under 13 d for disclaimer on this option);
  - v. The possibility of transferring cryptocurrencies from the Vault to external wallets is not possible. Clients shall sell all cryptocurrencies in the Vault via the Platform, if they want to terminate the contract with Anycoin Direct.
- d) The payment options available for the Services listed under (c)(i) are iDEAL, SEPA, SOFORT, credit card, Giropay, Bancontact and EPS.

### *Article 3 – Conclusion of the agreement*

- a) For the use of our Services, you shall conclude an agreement with Anycoin Direct. For every new buy, sell or swap order you shall conclude an individual agreement with Anycoin Direct about the purchase, sell or swap of cryptocurrencies resp. the custody in our Vault, each based on these Terms and Conditions
- b) An individual agreement between you and Anycoin Direct is concluded by an offer by Anycoin Direct and your acceptance after your request for a binding offer (see Order Placement Art. 4). If you want to use our custody solution for safe custody of your cryptocurrencies in our Vault, you can make an offer on the Platform or within the Anycoin Direct App.
- c) Anycoin Direct is entitled to refuse an order based on the investigation carried out by our security systems, in which case no agreement will be realised. You will receive a notification of this.

## What you can expect from us, and we from you, after you have placed an order

### *Article 4 – Placement and execution of orders*

- a) To place a buy, sell or swap order, follow the instructions on the Platform. Upon placing the order, you will receive a binding offer from Anycoin Direct. Every offer contains a full and precise description of the Service offered (buy, sell or swap cryptocurrencies) and the fixed price (in Euro or in cryptocurrencies) including the calculation method of the price.
- b) The offer with the fixed price has a limited validity for a specific period of two (2) minutes (“acceptance period”). If the acceptance period has expired before you accept the offer, our offer becomes invalid. To receive a new offer, you must start with the order process from the beginning.
- c) After you have accepted the offer, the order has been completed and an agreement about the buy, sell or swap of cryptocurrencies (“agreement”) between you and us is concluded. For the execution of the order, payments shall be made according to Article 5, before the transaction will take place.

### *Article 5 – Payment, shortcoming in the fulfilment, and default*

#### *Purchase of cryptocurrencies*

- a) By concluding an agreement about the purchase of cryptocurrencies you have incurred an obligation to proceed immediately the payment, regardless of the payment method. No transfer of cryptocurrencies to you or your Vault will be made before full payment.
- b) In case of a purchase of cryptocurrencies, you must complete the payment within ten (10) minutes after your acceptance of the offer (“payment period”) according to Article 4. If the payment has not been made within the payment period, the agreement becomes invalid.
  - i. If payments are made via a payment method offered by Anycoin Direct using a payment service provider (e.g., SOFORT, Giropay or credit card), Anycoin Direct will immediately receive a notification from the provider, whether the payment has been made successful within the payment period. After this notification, the cryptocurrencies as agreed will be delivered to you.
  - ii. If you choose to make payments via SEPA transfers from your bank account, you have to complete the transfer within the payment period and confirm the transfer within the payment period by pressing the *payment confirmation button*. If you don’t confirm the payment within the payment period, the agreement becomes invalid. If you confirm the payment, the required amount of cryptocurrencies as agreed (according to Article 4) is reserved for you. The cryptocurrencies will be delivered to you, if we receive the payment within a period of three working days after your payment

confirmation. If we don't receive the payment within these three working days, we will send you a payment reminder with a last payment deadline. If we don't receive the payment after expiration of the payment deadline, the agreement becomes invalid. Compensation for incurred losses of Anycoin Direct can be demanded from you in this case. For future orders, the payment method "SEPA transfer" will be blocked for you.

- c) In case of a sell or swap of cryptocurrencies, you have to transfer the specific amount of cryptocurrencies within ten (10) minutes after your acceptance ("transfer period") according to Article 4. For the transfer, we will show you a corresponding blockchain address. After we've received the cryptocurrencies, our payment in Euro (in case of a sell of cryptocurrencies) or the transfer of the corresponding cryptocurrencies (in case of a swap) will take place within 2 working days.
- d) If your transfer of cryptocurrencies has not been made within the transfer period, the agreement becomes invalid. If you transfer the cryptocurrencies after the expiration of the transfer period, you can request a refund of your transferred cryptocurrencies or accept our new offer.
- e) If the late or non-payment result in a consequential damage for Anycoin Direct, i.e., if the value of the ordered cryptocurrency decreases) Anycoin Direct will recover this damage from you.
- f) Anycoin Direct reserves the right to offset its entitlement to consequential damage with your credit balances in the Vault. In that respect, Anycoin Direct will take into consideration the value of the cryptocurrency at 12:00 +1 GMT on the day that Anycoin Direct notifies you that your order of cryptocurrency will be cancelled.

#### *Article 6 – Exclusion of right of withdrawal*

Anycoin Direct's Services for the purchase, selling and/or swapping of cryptocurrencies are excluded from the right of withdrawal. Prices of cryptocurrencies are subject to fluctuations which Anycoin Direct has no influence over.

#### [How we make our Platform as secure as possible](#)

##### *Article 7.1.1 – General Customer Due Diligence*

- a) Anycoin Direct is an obligated party under the provisions of the German Money Laundering Act (GwG) and must, in particular, fulfil the general due diligence obligations pursuant to Section 10 (1) GwG ("Identification").
- b) Anycoin Direct makes use of a customer acceptance procedure and a wallet verification process to prevent abuses, to enhance the reliability of cryptocurrency, to counteract money-

laundering practices and the financing of terrorism and to check if the customer's identity is matched.

- c) You undertake to truthfully provide all information required for identification via the Platform or the Anycoin Direct App. You shall also state whether you are a politically exposed person according to Section 1 (12) GwG, a family member of such or a person known to be closely associated with such. If you are acting on behalf of one or more beneficial owners, you shall also provide details of the beneficial owner(s). If identification is not possible in accordance with the legal requirements, Anycoin Direct will refuse to conclude a contract or is entitled to terminate the agreement with you. Anycoin Direct reserves the right to refuse opening an Account for you or close an existing Account if identification is not possible in accordance with the legal requirements.
- d) As the customer acceptance procedure is costly, costs for non-corporation can be charged to you.
- e) The wallet verification process allows Anycoin Direct to only conduct transactions with verified wallet addresses.
- f) The customer acceptance procedure has an approach based on risk and may take different forms of investigation. Anycoin Direct is not obligated to share the conclusions arising from the investigation results with you.
- g) Limits have been set for orders. The limits have been determined by Anycoin Direct. If you wish to increase your limits, Anycoin Direct will ask for more information.

*Article 7.1.2 – Business accounts*

- a) When opening a business account, further information will be requested including personal information. When you have a business account you may place orders as soon as all the further requested personal information has been validated. The orders will be processed as soon as you have fulfilled all the requirements and/or regulations.
- b) Anycoin Direct may ask additional questions in order to obtain the following information, amongst other things, but not limited to the following information:
  - i. Activities or company activities;
  - ii. Reasons for opening an Account;
  - iii. Expected volume;
  - iv. Source of funds (both fiat and cryptocurrency).
- c) You are required to inform Anycoin Direct regarding any changes in your organisation that are related to your activities, board of directors, location and ultimate beneficial owners (“UBOs”).



### *Article 7.2 – Opening and managing an account*

- a) You are required to open an account with Anycoin Direct in order to use the Services.
- b) Anycoin Direct allows you to open an account if you are a resident of Germany.
- c) Anycoin Direct allows you to register one personal account for yourself. Legal entities and partnerships companies must open a business account.
- d) Anycoin Direct reserves the right to make every account and order subject to examination and control to prevent money-laundering and the financing of terrorism to the best of its ability, without informing you (in advance) thereof.
- e) Anycoin Direct reserves the right:
  - i. To request further information to aid closer investigation (see also Article 7.1 and Article 12);
  - ii. To conduct further investigations in advance, at the time of, and/or after the placement of an order;
  - iii. To block an order or to close it and/or cancel the payments for orders in part or in full;
  - iv. To close orders;
  - v. To suspend Services and freeze your cryptocurrencies in part or in full;
  - vi. To change the minimum and maximum limits of orders.
- f) Anycoin Direct reserves the right to close an account, thus end the business relationship, when:
  - i. It is evident that you don't fulfil all the requirements for setup an account at Anycoin Direct (e.g. you have not reached the age of eighteen years);
  - ii. Identity fraud is ascertained;
  - iii. A natural person or legal person has the management of more than the allowable number of accounts;
  - iv. You are not authorised to conduct transactions with the bank accounts linked to the account and/or by the payment options;
  - v. You are using our Services for illegal activities;
  - vi. You do not cooperate with the investigation as stated in Article 7.2 under (e)(i);
  - vii. When a suspicion of fraud, money-laundering or the financing of terrorism has been confirmed, the transaction will be frozen immediately.
- g) Depending on legal regulations, Anycoin Direct will investigate whether it is required or whether it is obligated to freeze your assets.

### *Article 7.3 – Account use*

- a) The use of an Account and Services is personal and non-transferable. It is not permitted to share your account information with third parties or to allow third parties access to your account.
- b) If the Vault is not enabled in your Account, cryptocurrencies can only be sent to your personal wallet or third-party custodial wallet..
- c) You can transfer the ordered cryptocurrencies you receive to your Vault, your personal wallet or third-party custodial wallet. A transfer of cryptocurrencies from the Vault to an external wallet is not permitted, only a sale of cryptocurrencies.
- d) You will not receive interest or other types of earnings on assets administered in the Vault.
- e) Anycoin Direct does not retain any customer passwords. Should you forget or lose the account password, you have the sole responsibility for make a new strong unique password.
- f) Anycoin Direct provides you to the option to use 2FA to increase the security of your account. You have the sole responsibility to turn on 2FA and secure your account.

#### *Article 8.1 – Vault*

- a) The Vault is a custodial wallet that enables you to store your cryptocurrencies by Anycoin Direct, that were purchased on the Platform or via the Anycoin Direct App.
- b) Cryptocurrencies displayed to you in the Vault are the cryptocurrencies held by Anycoin Direct in the wallet of Anycoin Direct for you as a customer.
- c) A transfer of cryptocurrencies stored in the Vault to an external wallet is not permitted, only the sale of cryptocurrencies. In case of termination of this agreement, you should sell all remaining cryptocurrencies in the Vault.
- d) The Vault is available on the Platform, consisting of the website [anycoindirect.eu](https://anycoindirect.eu) and in the Anycoin Direct App.
- e) Anycoin Direct takes measures to protect the stored assets in the Vault from internal and external risk factors such as breaches.

#### *Article 8.4 - Sell of cryptocurrencies after deactivation*

- a) Closing your account by Anycoin Direct or deactivation on your request, regardless of the legal reason for the closing, shall be regarded as a termination of the business relationship.
- b) If Anycoin Direct holds cryptocurrencies in the Vault for you at the time of termination of the business relationship, you will be able to sell your cryptocurrencies within a period of six weeks from the termination.

- c) If you do not sell your Cryptocurrencies within the aforementioned period, Anycoin Direct shall be entitled to exchange your Cryptocurrencies for EUR starting from Monday of the eighth week after termination of the business relationship. The acquisition price will be the price Anycoin Direct would be willing to pay you in a regular order for sale. Anycoin Direct will pay the proceeds to your verified bank account, deducting the regular fees for the transaction
- d) Anycoin Direct is entitled to refuse the transfer of your funds if and as long as there are justified concerns for Anycoin Direct that the transfer could be related to criminal acts (in particular money laundering). You are obliged to dispel these concerns by providing any information and evidence that may be required.
- e) Anycoin Direct does not provide private or public keys of the Vault.

#### *Article 9 – Cancellation*

- a) The agreement between you and Anycoin Direct may be terminated by either you or Anycoin Direct at any time with a notice period of 1 month (hereinafter "ordinary termination"). The receipt of the notice of termination by the other party is decisive for compliance with the notice period.
- b) Either party shall have the right to terminate the contractual relationship without notice for good cause (hereinafter referred to as "Extraordinary Termination"), in particular, if the following reasons exist:
  - a party breaches material obligations in these Terms and Conditions;
  - the other party or a third party with respect to one of the parties has filed for the opening of insolvency proceedings or a party intends to file such a petition within the next 14 banking days;
  - judicial insolvency proceedings have been opened against the assets of one of the parties or have been dismissed for lack of assets;
  - the other party or part of its management is accused of fraud, money laundering, terrorist financing or other illegal activity, or
  - a competent public authority (e.g. BaFin or Deutsche Bundesbank) has objected to the implementation of this Agreement and/or withdrawn Anycoin Direct's permissions and/or prohibited Anycoin Direct from further implementing this Agreement in whole or in part.
- c) The ordinary termination and the extraordinary termination can be made in text form (e.g. by e-mail) or alternatively via a termination button on the website.

## How we treat your information

### *Article 10 – Business and personal information and privacy legislation*

- a) In accordance with Article 37 of the General Data Protection Regulation, Anycoin Direct has appointed a Data Protection Officer.
- b) Upon first request and with due observance of the applicable privacy legislation, you are required to cooperate in providing Anycoin Direct with information about your identity, activities and objectives, and about the objectives and reasons you wish to make use of the Services of Anycoin Direct or intend to make use of such Services.
- c) Upon request, you are required to share information with Anycoin Direct regarding:
  - i. The origins of funds or cryptocurrency deposited with Anycoin Direct;
  - ii. Your date of birth, marital status, place of residence, legal capacity and authorisation, post-nuptial or partnership agreement;
  - iii. The legal status of your entity, its statutory domicile, and, if applicable, the registration number as entered in the commercial register.
  - iv. Anycoin Direct must be notified as quickly as possible in writing regarding any alterations to the information listed under (b) and (c) of this article.
  - v. Anycoin Direct may make copies of, and register and store, the documents provided.
  - vi. If you create an account on behalf of a legal person or partnership, you and your representatives are obliged to provide Anycoin Direct insight into the ownership and control structure, or the financial control structure, including the internal and external representative authority of the legal person or partnership.
- d) Anycoin Direct reserves the right in its Service provision to make use of third parties and to sub-contract work.
- e) Anycoin Direct is entitled to exchange your (personal) information, and, if the account belongs to a legal entity, that of its representatives. Anycoin Direct also exchanges information regarding the Services you have made use of, with the supervisory authority and the national authorities. Information can also be exchanged with entities that are affiliated with Anycoin Direct, with due observance of the applicable laws and regulations. Anycoin Direct has committed itself to prevent and combat money-laundering, the financing of terrorism and other forms of criminality.
- f) Personal information may be subject to investigation by the authorised national authorities of the countries where you have your domicile/place of residence.
- g) Anycoin Direct may share the aforementioned information for commercial purposes only within the Anycoin Direct group.

- h) The applicable [privacy policy](#) is strictly applicable to private customers and with respect to the Services Anycoin Direct offers to private customers in complementarity to, and as described in, the Terms and Conditions, and must also be read and interpreted jointly in that light.
- i) Upon termination of your business relationship, regardless of the legal reason for termination, Anycoin Direct shall delete all data within its own systems to the extent permitted by law and according to our procedures stated in the privacy policy.

## What you can do when you think something is not right

### *Article 11 Complaints*

- a) If you are not satisfied with the service of Anycoin Direct, you may submit a complaint to Anycoin Direct using a complaint format. This format can be found in the Complaint Policy.
- b) Complaints may be filed by email ([support@anycoindirect.eu](mailto:support@anycoindirect.eu)) or fax (496920436129) (*no* service charges, however, your telecom provider may charge additional costs for international calling) and/or by letter to our office in Germany:

<b>Company:</b>	<b>Anycoin Direct GmbH</b>
<b>Subject:</b>	<b>Customer complaint</b>
<b>Address:</b>	<b>Im Hammereisen 27e, Kranenburg</b>
<b>Postal code:</b>	<b>47559</b>
<b>Country:</b>	<b>Germany</b>

- c) Anycoin will provide you with confirmation of the complaint receipt immediately. This confirmation also includes which department/function will investigate your complaint.
- d) Anycoin Direct will respond to your submitted complaint within ten (10) working days . This response will contain:
  - i. An answer or solution to your complaint; or,
  - ii. A status update regarding your complaint accompanied by an extension of two weeks for dealing with your complaint.
- e) Complaints are recorded in the complaint register. The complaint register and how each isolated complaint has been treated is accessible to appointed authorities under German law.

## Disclaimer, force majeure and liability

### *Article 13 Disclaimer*

- a) Any modifications to Anycoin Direct's Services by adding or deleting cryptocurrencies cannot be considered or interpreted as an indication or advice.

- b) Anycoin Direct does not offer any financial advice or financial portfolio management. The information provided by Anycoin Direct – personally or through social media – does not constitute advice and may not be interpreted as such.
- c) Anycoin Direct is not an issuer, publisher or manufacturer of cryptocurrencies and is not involved in how the prices of cryptocurrencies are determined.
- d) Anycoin Direct offers EURC, a stablecoin pegged to the euro, as an option for secure storage and efficient trading transactions. It is important to note that your entitlement is to the value of EURC in the primary market, not to its equivalent in euros. This distinction means that if EURC deviates from its 1:1 peg with the euro, your entitlement will remain with the EURC value only. No automatic right to claim the equivalent amount in euros is established by holding EURC.
- e) Anycoin Direct is not responsible for the functioning and integrity of the Cryptocurrencies.
- f) Anycoin Direct uses current exchange rates and a variety of exchanges to calculate the price as it is published on Anycoin Direct's Platform. The rates fluctuate, it is a volatile market, and past results offer no guarantee of future results.
- g) No rights can be derived from written or spoken promises that are in conflict with these Terms and Conditions. Furthermore, no claim can be made on fulfilment of the aforementioned commitment.
- h) Anycoin Direct is in no way responsible for price drops, immediate loss of value of the Cryptocurrency, whether or not due to malpractice of the administrators, creators or publishers of the Cryptocurrency.
- i) Anycoin Direct shall not be liable for any missed returns or losses due to software failure or technical failures that affect the Services that are offered on Anycoin Direct's Platform.

#### *Article 14 – Force Majeure*

- a) Anycoin Direct cannot be attributed with a shortcoming if there is a situation of force majeure. Should Anycoin Direct enter into a force majeure situation, no fulfilment or compensation can be demanded or expected.
- b) In addition to the usual force majeure situations, in any case the following situations are considered force majeure:
  - i. interruptions in external internet connections;
  - ii. instability in the blockchain network;
  - iii. interruptions at banks and in financial trading;
  - iv. instability of API connection to third parties;
  - v. instability or failure of internal accounting system;

- vi. electricity interruptions;
  - vii. all kinds of external threats such as DDoS attacks;
  - viii. government interventions;
- c) In the case of force majeure, Anycoin Direct reserves the right:
- i. To discontinue its business activities;
  - ii. To suspend its obligations to you;
  - iii. To wholly or partially dissolve the agreement.
- d) If at the beginning of the force majeure situation Anycoin Direct's shortcoming is only partial or it can only partially fulfil the obligation, Anycoin Direct is entitled to compensation for the portion fulfilled or yet to be fulfilled.

#### *Article 15 Liability*

- a) Anycoin Direct shall be liable without limitation for intent and gross negligence as well as for any culpable injury to life, body or health.
- b) The liability for slightly negligent breaches of essential contractual obligations is limited to the typical and foreseeable damage at the time of the conclusion of the contract. An essential contractual obligation in this sense is an obligation whose fulfilment makes the execution of the contract possible in the first place and on whose fulfilment the customer may therefore regularly rely.
- c) The limitations of liability apply accordingly in favour of Anycoin Direct's employees, agents and vicarious agents.
- d) Any liability for data protection violations and for claims based on the Product Liability Act shall remain unaffected. In the scope of application of the Telecommunications Act (TKG), the liability rule of § 44 a TKG shall remain unaffected. Liability for damages based on the breach of a warranty assumed by us shall remain unaffected.

#### [Transparent prices](#)

##### *Article 16 – Prices*

- a) The base price consists of the purchase price, a volatility risk supplement, and an Anycoin Direct Service supplement (see Appendix).
- b) For each purchase or sale of cryptocurrencies, Anycoin Direct will charge the variable fees described in the Appendix or earn an amount equal to the difference between the purchase or sale prices offered to you and the price payable by Anycoin Direct to Phoenix Payments B.V. for fulfilling the customer's order (spread).
- c) Anycoin Direct does not charge separate fees for crypto custody.

- d) All prices are given in EUR or in a unit of cryptocurrencies.

## Affiliate and contests

### Article 17 – Affiliate program

- a) You have the opportunity to take part in the Affiliate program, which allow you to earn credits/commission. More information about the [Affiliate program](#)
- b) The Affiliate may make unlimited use of the Referral Link and the Material of Anycoin Direct, as long as the cooperation persists. The Referral Link is personal and not transferable to others/third parties.
- c) All items provided through the Affiliate program remain the property of Anycoin Direct and Anycoin Direct reserves the right to change and/or adapt and/or remove the Material from the Affiliate program.
- d) The Affiliate is not permitted to make adjustments to the provided Material. This includes, among other things: adjustments in code, colour and composition. The Affiliate acknowledges that, if adjustments are made to the Material and/or the Referral Link, no Commission may be paid.
- e) The Affiliate is explicitly obliged to notify Anycoin Direct of (future) changes in company structure, management structure and/or any other events that (may) influence the cooperation between Anycoin Direct and the Affiliate.
- f) The Affiliate refrains from posting any Material and/or the Referral Link on websites/social media channels, which:
  - i) Are violent, discriminatory, offensive, erotic or pornographic nature;
  - ii) Violate the rights of third parties (including copyright, trademark or portrait rights);
  - iii) Promote or stimulate illegal or otherwise misleading activities;
  - iv) Are contrary to the law, or may be interpreted as such;
  - v) Are negative towards the activities of Anycoin Direct.
- g) Anycoin Direct reserves the right to immediately terminate the relationship in the event of non-compliance with one of the terms in this article. In that case, the Affiliate can no longer make a claim on the Commission that has not yet been settled or paid. Any damage suffered by non-compliance can be recovered from the Affiliate. Damage may include, but not limited to: financial, reputation, image, operational and product damage.
- h) Anycoin Direct is in no way responsible for content placed on websites and/or social media channels of Affiliate Partners and/or third parties.



- i) For business Affiliate partners, not established in the Netherlands, the VAT on the commission to be received is transferred to Anycoin Direct. For this reason, the VAT is automatically deducted from the commission to be paid.
- j) If you place an order through an affiliate link, the person who generated the affiliate link will receive a Commission. This Commission is called affiliate commission and can vary between 0.10% and 0.5% of the order value. If you have received a discount through another promotion, the affiliate commission and the customer's discount together will amount to a maximum of 60% of the transaction costs charged on. In this case, the Affiliate commission will be deducted.

#### *Article 18 – Promotional contests*

Competitions, promotions and other contests are subject to the code of conduct for Promotional Contests of 1 January 2014.

#### **Modifications and additions**

##### *Article 19 – Applicable law*

- a) The contractual relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the uniform UN Convention on Contracts for the International Sale of Goods (CISG). If the customer is a consumer within the meaning of § 13 of the German Civil Code (BGB) and is not domiciled in the Federal Republic of Germany, the contractual relationship shall be governed by the laws of the Federal Republic of Germany, excluding the CISG, unless mandatory provisions of the law of the country in which the customer has his habitual residence provide otherwise.
- b) The place of performance for all Services under the contract is Kranenburg.

##### *Article 20 – Amendments and additions*

- a) Changes and amendments to these Terms and Conditions, may be made by Anycoin Direct at any time and shall be effective as from the moment you have accepted the amended Terms and Conditions online,
- b) Anycoin Direct shall notify you of any amendments to the Terms and Conditions. With the notification, Anycoin Direct will request you to accept the changes within one month. If you do not accept the amended Terms and Conditions, Anycoin Direct has the right to extraordinary terminate the agreement with you.

- c) Should a provision of these Terms and Conditions be invalid, contestable or unenforceable, the validity of these Terms and Conditions shall remain unaffected, provided that this corresponds to the intention of the parties to these Terms and Conditions as it emerges from the provisions of these Terms and Conditions in their context.
- d) Anycoin Direct develops its activities within a modern sector with new possibilities and situations. For these reasons, situations may arise which have not been anticipated by these Terms and Conditions. In such cases, Anycoin Direct will decide what solution is reasonable and realisable, as well as fair to both parties.

*Article 22 – Communication*

If you have any questions, declarations or notifications about these Terms and Conditions, you can address these per email to [support@anycoindirect.eu](mailto:support@anycoindirect.eu).

## Appendix

Specification	Sub-specification	Description	Values
<b>Account</b>	Private person account	<ul style="list-style-type: none"> <li>• Creation of account</li> <li>• Account administration</li> </ul>	Free of charge
<b>Account</b>	Business account	<ul style="list-style-type: none"> <li>• Creation of account</li> <li>• Account administration</li> </ul>	Free of charge
<b>Vault</b>	For private persons and businesses	<ul style="list-style-type: none"> <li>• Creation of Vault</li> <li>• Administration of Vault</li> </ul>	Free of charge
<b>Exchange trading costs</b>	Third party fee	<ul style="list-style-type: none"> <li>• A fixed percentage</li> <li>• Determined by third parties</li> <li>•</li> </ul>	Dynamic between 0.1% and 0.3%
<b>Service fee</b>	Anycoin Direct Service supplement	<ul style="list-style-type: none"> <li>• A fixed amount in EUR plus a fixed percentage</li> </ul>	Default <ul style="list-style-type: none"> <li>• Buy: 1.15% + 0.50 EUR</li> <li>• Sell: 1% + 1.00 EUR</li> <li>• Swap: 1.15% + 1.00 EUR</li> </ul> Stable coin <ul style="list-style-type: none"> <li>• Buy: 0% + 0.50 EUR</li> <li>• Sell: 0% + 0.50 EUR</li> <li>• Swap: 0% + 0.50 EUR</li> </ul>
<b>Service fee</b>	Anycoin Direct volatility risk supplement	<ul style="list-style-type: none"> <li>• Volatility supplement determined on basis of market volatility conditions</li> </ul>	Normal conditions <ul style="list-style-type: none"> <li>• Between 0% and 3%</li> </ul> Extreme conditions <ul style="list-style-type: none"> <li>• Between 0% and 5%</li> </ul>
<b>Mining fee</b>	Mining Fee for sending buy orders	<ul style="list-style-type: none"> <li>• Dependent on blockchain traffic</li> <li>• Dependent on the type of cryptocurrency</li> <li>• Determined by third parties</li> </ul>	Vault <ul style="list-style-type: none"> <li>• Not applicable</li> </ul> External wallet <ul style="list-style-type: none"> <li>• Dynamic</li> </ul>
<b>Mining fee</b>	Mining fee for receiving sell orders	<ul style="list-style-type: none"> <li>• Currently only relevant for ETH and ERC20 sell orders</li> <li>• Dependent on blockchain traffic</li> <li>• Dependent on the type of cryptocurrency</li> <li>• Determined by third parties</li> </ul>	Vault <ul style="list-style-type: none"> <li>• Not applicable</li> </ul> External wallet <ul style="list-style-type: none"> <li>• Dynamic</li> </ul>
<b>Processing fee</b>	Payment Method fee	<ul style="list-style-type: none"> <li>• Currently only relevant when the source payment method is FIAT</li> <li>• Dependent on the payment method</li> <li>• Determined by third parties</li> </ul>	Dynamic depending on payment method

