

Transfer Service Terms and Conditions

Introduction

Anycoin Direct wants to offer a secure, reliable and transparent Transfer Service. Anycoin Direct and Finst B.V. have entered into a cooperation, whereby customers of Anycoin Direct can transfer to Finst B.V. to continue receiving crypto-asset services in the future. In order to make this as simple, secure and fast for you as client of Anycoin Direct, a Transfer Service has been set up between the parties.

We advise you to take precautions in order to avoid unnecessary risks and to carefully read the essential information about cryptocurrencies. Investment and trading in cryptocurrencies is high-risk and highly speculative; you could lose your entire investment.

By accepting the Transfer Service, you acknowledge that you have read, understood, and accepted these Transfer Service Terms and Conditions. These Transfer Service Terms and Conditions are in addition to the general [Terms and Conditions](#) of Anycoin Direct.

Article 1 – Definitions

Account

Personal environment on the Anycoin Direct Platform.

Transfer Service

The service Anycoin Direct offers to transfer your customer account to Finst B.V. This will mean that your personal data and any balances you hold in the Vault, will be transferred.

Article 2 – Applicability

- a) Phoenix Payments B.V. is a private company with limited liability established under Dutch law, with its registered office at Veghel, the Netherlands, entered in the Dutch Chamber of Commerce under the number 59466197, and acting under the name 'Anycoin Direct', hereafter referred to as: 'Anycoin Direct'.
- b) Anycoin Direct Hodling Services, a foundation incorporated under Dutch law, with its registered office at Veghel, the Netherlands and registered with the Dutch Chamber of Commerce under the number 84858656, hereafter referred as: 'Foundation'. The Foundation operates exclusively for Anycoin Direct and functions as a bankruptcy remote vehicle for safeguarding customer's Funds.

- c) Finst B.V. is a private company with limited liability established under Dutch law, with its registered office at Amsterdam, the Netherlands, entered in the Dutch Chamber of Commerce under the number 85668117, hereafter referred to as: 'Finst'.
- d) Stichting Finst Custody is a foundation established under Dutch law, with its registered office at Amsterdam, the Netherlands, entered in the Dutch Chamber of Commerce under the number 86638262.
- e) The website, <https://anycoindirect.eu>, is administered by Anycoin Direct.
- f) The website, <https://Finst.com>, is administered by Finst.
- g) These Transfer Service Terms and Conditions apply to every Transfer Service offer Anycoin Direct makes.
- h) Anycoin Direct offers you the opportunity to carefully read the Transfer Service Terms and Conditions before accepting the Transfer Service. 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.

Article 3 – Transfer Service

- a) Anycoin Direct offers you the service of Transferring your personal customer account to Finst. This will mean that your personal data and any balances in the Vault, will be transferred.
- b) The transfer will be established upon acceptance of (1) the Transfer Service, (2) these Transfer Service Terms and Conditions and (3) the Terms and Conditions of Finst, including but not limited to the [Crypto Service Agreement, Privacy Policy and Risk Disclosure](#) of Finst.
- c) In order to use Anycoin Direct's Transfer Service, you must have a verified Account with Anycoin Direct.
- d) If you use the Transfer Service, this will mean that you automatically register and open an Account at Finst. You will enter into a new legal relationship with Finst and Stichting Finst Custody.
- e) Anycoin Direct has the ongoing legal obligation to verify the identity of our customers and may ask you to upload certain information or documentation, before using the Transfer Service.
- f) Anycoin Direct has the right - after investigating the customer account and/or if you do not cooperate with requests – to not offer you the Transfer Service.
- g) Finst has the right to reject you as a customer if you do not meet their acceptance process, terms and conditions or legal c.q. internal standards for becoming a customer.
- h) The decision to use the Transfer Service is your own responsibility. If you do not correctly follow the suggested steps, neither Anycoin Direct nor Finst will be liable for any damages suffered or loss incurred from using the Transfer Service.

- i) After initiation of the Transfer Service, in a certain time frame, your account will be checked whether it meets the conditions to transfer. During this time, while the transfer is pending, you cannot sell funds from your Vault or buy, swap or store any more cryptocurrencies.
- j) Your funds will be transferred with the market value at the time of initiation of the Transfer Service.
- k) Once you have declared to use the transfer service and thereby accepted the transfer terms, this process cannot be reversed. From this moment, you are a customer of Finst and you may contact Finst about the new legal relationship.
- l) By initiation of the Transfer Service and once the transfer is successfully completed, you will no longer be able to use Anycoin Direct's Services. However, it is still temporarily possible to log into your Anycoin Direct account.
- m) Any accrued credits in the Anycoin Direct account can be used as discounts on transactions until you use the Transfer Service. After this, the accrued credits will expire and they cannot be transferred to Finst.
- n) Dutch law is applicable to the Transfer Service.

Article 4 – Personal data and privacy legislation

- a) In accordance with article 37 of the General Data Protection Regulation, Anycoin Direct has appointed a Data Protection Officer (DPO). If you have any questions about the Transfer Service in relation to your personal data, please contact the DPO (privacy@anycoindirect.eu).
- b) By using the Transfer Service, Anycoin Direct is entitled to exchange your personal data to Finst.
- c) The provisions in the Anycoin Direct [privacy policy](#) are applicable to the Transfer Service of Anycoin Direct.

Article 5 – Prices

- a) The Transfer Service is free of charge.

Article 6 – Communication

If you have any questions, declarations or notifications about these Transfer Service Terms and Conditions, you can address these per email to support@anycoindirect.eu.