

# Terms and Conditions

## Introduction

Anycoin Direct wants to offer a secure and serviceable platform. Anycoin Direct is well aware that to do so it must be reliable and transparent. Anycoin Direct therefore carefully considers the interests of its customers, employees, and society at large and the integrity and image of the cryptocurrency market. This is why Anycoin Direct has appointed an Anti-Money Laundering Officer, a Compliance Officer and a Data Protection Officer, but is also asking you to carefully read the material provided before you start trading in cryptocurrencies. Anycoin Direct therefore pays a lot of attention to its information provision. 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 new, high-risk and highly speculative; you could lose your entire investment.

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 written 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'.

***Commission***

A percentual compensation in favour of the Affiliate for the successful application of new customers. The commission is converted into Credits.

***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 value that may be used as means of payment 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. These include, 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 (anycoindirect.eu and the Anycoin Direct App, including the personal and business Account, the Vault, generation of wallets via third parties, Orders, Products, etc.

**Token/tokens**

All cryptocurrency Tokens or EUR Tokens.

**Vault**

Anycoin Direct offers a custodial wallet service that is called a Vault, that is used to store Tokens.

## When the following provisions have been agreed

**Article 1 – 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) The website, <https://anycoindirect.eu>, is administered by Anycoin Direct.
- d) Access to the website is only given in accordance with the Terms and Conditions.
- e) The Terms and Conditions apply to every offer Anycoin Direct makes, and to every distance agreement established between you and Anycoin Direct.
- f) 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.
- g) In the case that specific service conditions apply in addition to these Terms and Conditions, paragraph (e) and (f) 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.

## 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 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 is in any case at least €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 tokens in the Vault;
  - iv. The possibility of transferring cryptocurrencies.
- d) The payment options available for the Services listed under (c)(i) are iDEAL, SEPA, SOFORT, credit card, Giropay, Bancontact and EPS.

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

### Article 3 – Order process

- a) To place an Order, follow instructions. Upon placing the Order, you will receive an offer from Anycoin Direct. The offer is based on the cryptocurrency values requested on your behalf at a real-time auction (Exchange). The offer contains a complete and accurate description of the Service offered and the price, including the calculation method.
- b) The offer has, in principle, a limited validity period of fifteen (15) minutes and is subject to certain conditions (see article 4). The aforementioned conditions are explicitly stated in every offer.
- c) After accepting the offer, you land on the reservation page. Once you land on the reservation page, you must confirm your Order within the validity period mentioned in sub b.
- d) If the period referred to in subparagraph (b) has passed before you confirm the Order, the session expires. The offer is then cancelled and, generally speaking, you must begin the Order process again in order to receive a new offer. In such a case you are also requested to contact our customer support desk.

- e) Anycoin Direct asks you to perform a bank validation during the ordering process by transferring an amount of € 1. This amount is converted into credits if an agreement is concluded between you and Anycoin Direct. If you send multiple payments for the same bank validation, these payments will be added as credits to your account, up to a maximum of € 10. If no agreement is concluded for reasons stated in article 7.2 or if the bank validation is rejected, the amount will be retained by Anycoin Direct for administration costs.
- f) If you use the Vault (see article 8 of the Terms and Conditions), the allocation of the cryptocurrencies will be noted in an internal ledger of Anycoin Direct.
- g) The payout is made several times a day during bank opening hours and is usually received within two business days after the Order is placed.
- h) If you are confirming an order for the first time, we will ask for your identification document. This verification process must be completed within a reasonable time to start the transaction. If this is not completed within a reasonable time and the order cannot be executed as a result, Anycoin Direct is entitled to cancel the order and refund the funds. Any exchange losses will be at your expense and risk.

#### *Article 4 – Realisation of the agreement*

- a) For Service provision you must conclude an agreement with Anycoin Direct. For every new Order you must conclude a new agreement with Anycoin Direct.
- b) An agreement between you and Anycoin Direct is realised by an offer and acceptance subject to the provisions below. Creating an Account with Anycoin Direct is required, but is not part of the offer and acceptance phase currently under discussion.
- c) 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.
- d) During the Order process, your personal information and by you specified designated bank accounts or credit card(s), personal wallet, and your link with Anycoin Direct are inspected by Anycoin Direct's security systems. It is important for Anycoin Direct that the agreement is entered into in a responsible way. 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.
- e) If the security check approves the aforementioned information, then the offer has been accepted and an agreement between you and Anycoin Direct is realised.

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

- a) By concluding the agreement, you have incurred an obligation to proceed immediately to payment regardless of the payment method. You will receive your purchased Cryptocurrencies once Anycoin Direct has received your payment.
  - b) In principle, any shortcoming in the fulfilment of immediate payment results in default, without any prior formal notification. As from the calendar day that you are in default you owe Anycoin Direct loss due to delay.
    - i. You will pay 5% contractual interest on the due and payable claim.
    - ii. If you have a business Account, you will pay 15% contractual interest on the due and payable claim.
- Anycoin Direct does not charge any interest on the interest of the claim.
- c) When a payment has not been made and your Order has been refused on the grounds of article 7.2 under (g), Anycoin Direct experiences this as consequential damage if the value of the cryptocurrency in question decreases. Anycoin Direct will also recover this damage from you.
  - d) Anycoin Direct only offers depositary services for users of the Vault. If you use our exchange Service to buy, sell or swap any cryptocurrencies from or to your own personal or third party custodial wallet, then in that case Anycoin Direct will not have held any cryptocurrencies for you. In this case, you have two weeks to execute your Order with a verified Account. You are not entitled to any increase in value if that increase takes place after the claim has become due and payable. In the event of a decrease in value after the two week period, the loss of the part of Anycoin Direct on your Order will be applied to the refund.
  - e) Anycoin Direct reserves the right to its entitlement to consequential damage or to charge the legal interest on the cryptocurrencies or currency still to be paid in accordance with the circumstances discussed in article 5 and article 7.2 under (g). In that respect, Anycoin Direct will take into consideration the value of the cryptocurrency at 12:00 +1 GMT on the day that:
    - i. You request Anycoin Direct to cancel or reverse the payment of the cryptocurrency; or,
    - ii. Anycoin Direct notifies you that payment of your cryptocurrency will be cancelled or reversed.
  - f) Anycoin Direct is entitled to offset credit balances in the Vault against losses resulting from the situations discussed in this article, but not limited to this article.

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

Anycoin Direct's services are excluded from the right of recall. Anycoin Direct states this clearly in the offer. Prices of services are subject to fluctuations on the exchanges which Anycoin Direct has no

influence over. These fluctuations may be of such a magnitude that it cannot reasonably be expected that you can have your Orders recalled within the statutory recall period.

## How we make our platform as secure as possible

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

- a) Anycoin Direct makes use of a customer acceptance procedure and a wallet verification process in order 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.
- b) The wallet verification process allows Anycoin Direct to only conduct transactions with verified wallet addresses.
- c) 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.
- d) Limits have been set for Orders. The limits have been determined by Anycoin Direct or by laws and regulations.
- e) 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).
  - v. When a suspicion of fraud, money-laundering or the financing of terrorism has been confirmed, the transaction will be frozen immediately.
- 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 UBOs.

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

- a) You are required to open an Account with Anycoin Direct in order to make use of Anycoin Direct's Services.
- b) Anycoin Direct allows you to open an Account if you are a resident of a member state of the European Union, or residing in a SEPA country, with the exception of persons residing in Germany. Due to German law, Anycoin Direct is not allowed to enter into a business relationship with customers residing in Germany. Therefore, persons residing in Germany cannot open an Account.
- 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 subject every Account and Order to examination and control to prevent to the best of its ability money-laundering and the financing of terrorism, 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 credits in part or in full;
  - vi. To change the minimum and maximum limits of Orders.
  - vii. Deny the business relationship between you and Anycoin Direct.
- f) Anycoin Direct reserves the right to close an Account when:
  - i. It is evident that 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 stated in article 2 under (d);
  - v. You are using the Platform for illegal activities;
  - vi. You do not cooperate with the investigation as stated in article 7.2 under (e)(i);
  - vii. When the place of residence or established place of business of the Account holder is outside the European Union or outside the Single European Payment Area (SEPA) of a Member State.



- g) If your Order is refused due to your refusal to cooperate in an investigation or if the information you provide is not based on the truth or it becomes evident that you want to conduct transactions with the goal of using our services for illegal purposes or any other fraudulent activities, Anycoin Direct will reverse or cancel your Order. Any losses due to exchange rate changes will be at your expense and risk.
- h) Depending on legal regulations, Anycoin Direct will investigate whether it is required or whether it is obligated to freeze your assets.
- i) If your account has not been validated within a reasonable time and therefore the Order cannot be executed, Anycoin Direct will reverse or cancel the Order and refund the funds. Any losses due to exchange rate changes will be at your expense and risk.

#### *Article 7.3 – Account use*

- a) 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, see article 8 for conditions regarding the use of the Vault.
- c) You can transfer the ordered cryptocurrencies you receive to your personal wallet or third-party custodial wallet or cryptocurrency tokens to your Vault.
- d) You can transfer the ordered EUR to your verified bank account and EUR tokens to your Vault.
- e) You will not receive interest or other types of earnings on assets administered in the Vault.
- f) Anycoin Direct does not retain any customer passwords. Should you forget or lose the Account password, you have the sole responsibility for requesting a new password.

#### *Article 8.1 – Vault*

- a) With the Vault you can store Tokens.
- b) Cryptocurrency Tokens are linked to a number of cryptocurrencies that is held in the wallet of the Foundation. Through a company ledger, Anycoin Direct administers which cryptocurrency are linked to which cryptocurrency Tokens.
- c) By using the Vault as a custodial wallet, you will not own the cryptocurrencies on the blockchain. By having Tokens in the Vault, you will have a claim on the Foundation equal to the value of the Tokens at that time.
- d) Since by using cryptocurrency Tokens, Anycoin Direct will incur less transaction costs on the blockchain. Therefore, when using the Vault, transaction costs will be lower than when using a personal wallet or a third-party custodial wallet.
- e) The Vault is available on the Platform (the website [anycoindirect.eu](https://anycoindirect.eu) and Anycoin Direct App).

- f) The Foundation is incorporated to protect the assets in the Vault. If you use the Vault, Anycoin Direct remains the administrator of your Account and your custodial service provider, but the Foundation is the receptacle of your funds. The Foundation is responsible for holding, and administering the Tokens stored in the Vault with care and diligence.
- g) Anycoin Direct and the Foundation take measures to protect the stored assets in the Vault from external breaches.
- h) To provide you with our Vault Services on an expedient and efficient manner with optimal redundance, up to ten percent (10%) of the Tokens that are linked to your cryptocurrency Tokens or EUR, may be transferred to a designated wallet or bank account held by Anycoin Direct.
- i) The Foundation is set up to protect your assets from bankruptcy of Anycoin Direct. There is a risk that 10% of your funds may end up in the bankruptcy estate because of the method described in article 8.1 sub h of these Terms and Conditions. Outside of bankruptcy, you have a claim against the Foundation that is equal to the value of the tokens at that time. By using the Vault you agree that you are aware that use of the Vault is at your own risk.
- j) To ensure the safeguarding of your funds and the independence of the Foundation which hold the funds, the Foundation:
  - i. Will state its sole object clearly and accurately;
  - ii. Will not develop commercial activities, issue loans, or enter agreements as guarantor of debts to a third party, or enter another financial obligation which will not benefit to its object.

#### *Article 8.2 – Use of Vault*

- a) Anycoin Direct is permitted at any time to offset any amount you owe to Anycoin Direct or the Foundation against your balances in the Vault.
- b) The Tokens can be converted within the Vault into other Tokens and Tokens can be converted to EUR and transferred to your validated personal bank account.
- c) If your Vault is closed or dormant for an extended period of time, and Anycoin Direct is unable to contact you, Anycoin Direct may report the funds in the Account as unclaimed property, to the extent required by law. Anycoin Direct reserves the right to deduct administrative fees if permitted by law.
- d) If Anycoin Direct is unable to contact you and the cost of holding the balances exceeds the (estimated) value of the balances, Anycoin Direct may close the Vault whereby you will no longer be entitled to obtain the balances.

### *Article 8.3 – Tokens*

- a) To provide you with a good user experience, Anycoin Direct uses Tokens. This way you keep an overview of the number of tokens you have in the Vault.
- b) Tokens are issued by Anycoin Direct and can only be used within the Vault.
- c) Tokens will automatically be issued to you by Anycoin Direct in the Vault upon receipt of a EUR payment from your validated bank account.
- d) Anycoin Direct issues Tokens at face value, which means that the Tokens will have the same amount as the EUR received. One Token is issued for each EUR received. The Tokens issued to you will be added to the Vault associated with your Account.
- e) Tokens can only be used for the purpose of the Services and cannot be used or stored for other purposes.
- f) The Tokens are not a deposit, and you are not entitled to any interest on the balance of the Tokens, other than the increase of value of the underlying asset. You shall not receive interest or other earnings on the Tokens administered in the Vault.
- g) At any time, Anycoin Direct is permitted to offset any amount you owe to Anycoin Direct or the Foundation against your balances in the Vault.
- h) Tokens are not transferable to third parties. Tokens can be sold only to Anycoin Direct and cannot be traded or transferred to your personal wallet or any third-party custodial wallet.
- i) The Foundation or Anycoin Direct may subject a transfer of EUR to your bank account to actual costs incurred by Anycoin Direct and/or the Foundation. These costs include any costs incurred by Anycoin Direct and/or the Foundation in relation to the holding of EUR received from you, including any costs or fees charged by the relevant bank where Anycoin Direct and/or the Foundation maintain the bank accounts on which they hold the EUR, such as any costs in relation to negative interest charged on these bank accounts.

### *Article 8.4 – Transfer of tokens after deactivation*

- a) Closing your Account or deactivation on your end, regardless of the legal reason for the closing, shall be regarded as a termination of the business relationship.
- b) If Anycoin Direct still holds Tokens for you at the time of termination of the business relationship, you will receive a reasonable period of six weeks to sell your Tokens for EUR. The EUR is automatically sent to your verified bank account.

- c) If you do not sell your Tokens for EUR within the aforementioned period, Anycoin Direct shall be entitled to exchange your Tokens for EUR on 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 offer for sale. Anycoin Direct will pay the proceeds to your verified bank account. Our regular fees (see the appendix) will apply in the event of such sale.
- d) Anycoin Direct is entitled to refuse the transfer of the cryptocurrencies 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 keys of the Vault and will not assist in transferring exchanging tokens for cryptocurrencies in order to send the cryptocurrencies to a designated verified wallet address.

#### *Article 8.5 – Listing or delisting Cryptocurrencies or Tokens*

- a) Anycoin Direct can decide to list or delist any Cryptocurrency or Token for any reason.
- b) If Anycoin Direct decides to delist a Cryptocurrency or Token, you will be notified thirty (30) days prior to the removal of the Cryptocurrency or Token.
- c) Anycoin Direct may decide to delist a Cryptocurrency or Token immediately or within thirty (30) days:
  - a. if the implementation of new regulation prohibits the respective coin immediately.
  - b. if authorities order Anycoin Direct to delist the respective Cryptocurrency or Token.
  - c. if circumstances show that it is no longer reasonable to continue offering the Cryptocurrency or Token.
- d) Within the notified period, you may sell this Cryptocurrency or Token on the platform until the delisting is completed. After this period, buying or selling the Cryptocurrency or Token is no longer possible.
- e) If a Token is delisted while your Vault still contains Tokens, you have a period of six weeks to sell or swap the Tokens.
- f) If a Token is delisted while your Vault still contains Tokens, and you do not sell or swap the Tokens within the given period under e in this article, Anycoin Direct will, if possible, sell the tokens for EUR on Monday of the eighth week after the delisting of the coin. Anycoin Direct

will pay the proceeds to your verified bank account. Our regular fees (see the appendix) will apply in the event of such sale.

- g) If a Token is delisted while your Vault still contains Tokens, and you nor Anycoin Direct cannot sell the Tokens, then it is a circumstance of force majeure. Please see articles 12 through 14 of these terms and conditions.
- h) Anycoin Direct is not liable for any damage that occurs from the delisting.

#### *Article 9 – Fraud and investigation*

Should you be negatively affected by fraud and report the fraud to Anycoin Direct, upon your request Anycoin Direct will start a costly investigation. 90% of the found value in cryptocurrencies or currency will be transferred back into your bank account or personal wallet after confirmation of fraud.

#### [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 of the Dutch Chamber of Commerce and/or btw-number (Dutch VAT).
  - 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 Anycoin Direct's service provision, you may submit a complaint to Anycoin Direct.
- b) Anycoin Direct will respond to your submitted complaint within two weeks maximum. 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.

## The risks attached to investing, buying, and holding cryptocurrencies and how to secure your Account

### *Article 12.1 – Security measures*

- a) Anycoin Direct develops its activities within a sector where there are real risks of loss, theft, hacking and phishing with the aim of stealing your assets. The aforementioned attempts come under the term of 'fraud' in these Terms and Conditions.
- b) You should take the necessary security measures, including the following measures:
  - i. 2FA;
  - ii. A strong generated password;
  - iii. A well secured email address;
  - iv. Reaching our official Anycoin Direct website via a bookmark;
  - v. Immediately follow up our instruction in the area of security precautions.
- c) By not taking the necessary measures you are committing an act of negligence. Neglecting to protect your own Account against loss or fraud falls completely within your sphere of risk and your responsibility.

### *Article 12.2 – Risks*

- a) Cryptocurrencies are an unregulated product. You therefore receive no financial protection.
- b) Investing or trading in cryptocurrencies is new, high-risk, and highly speculative; you could lose your entire investment.
- c) There is an inherent risk that software, the software platform, systems, and APIs could contain weaknesses or vulnerabilities. Anycoin Direct does not offer any guarantee that the procedure for sending, receiving and ownership of cryptocurrencies will proceed without interruptions or errors. Anycoin Direct' obligation to compensate for such damage shall be excluded in the event of slight negligence. In any case, Anycoin Direct shall not be liable for any damage that cannot be attributed to its sphere.
- d) There is an inherent risk that current or new legislation could negatively influence your legal position in relation to Anycoin Direct and third parties, including the Tax Authority and supervisory authorities.
- e) There is an inherent risk that current and new legislation and licencing requirements could oblige Anycoin Direct to modify its system technology, or that the internet connections of Anycoin Direct or third parties fail, which could prevent Anycoin Direct from fulfilling its

obligations arising from the agreement. In any case, Anycoin Direct shall not be liable for any damage that cannot be attributed to its sphere.

- f) There is an inherent risk that the value of cryptocurrencies could decrease to such a degree that you lose your credits, cryptocurrencies, or currencies in whole or in part.
- g) There is an inherent risk that you could lose your credits, cryptocurrencies, or currency due to internet criminality, blockchain attacks, theft, loss, or physical attack.
- h) Because of the risks mentioned in this article, there is a possibility that:
  - i. You could lose your credits, cryptocurrencies or currency;
  - ii. A shortcoming in the fulfilment arises on the part of Anycoin Direct;
  - iii. You will suffer damages.

Anycoin Direct rules out any form of liability on these counts and regards such developments as force majeure (see article 14).

## Disclaimer, force majeure and liability

### *Article 13 – Disclaimer*

- a) Any modifications to Anycoin Direct's portfolio by adding or deleting cryptocurrencies cannot be considered or interpreted as an indication or advice.
- b) Anycoin Direct does not offer any financial advice. 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 cryptocurrency and is not involved in how the prices of cryptocurrencies are determined.
- d) Anycoin Direct is not responsible for the functioning and integrity of the cryptocurrencies.
- e) 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.
- f) 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.
- g) 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.
- h) Anycoin Direct shall not be liable for any missed returns or losses due to such software failure or technical failures that affect the services that are offered at our 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;
  - ix. And the risks discussed in article 12;
  - x. Loss of your password or pin code to your Account or your email, including a breach or theft through phishing, social engineering or hacking on your side;
  - xi. Loss of the word combinations of your third party custodial wallet (seed phrase).  
Because Anycoin Direct does not save your seed phrase, loss thereof could result in: losing access to your wallet and/or assets, preventing you from creating a wallet and/or someone else gaining access to your personal wallet and/or assets.
  - xii. You send your cryptocurrencies over a network that Anycoin Direct does not use to receive the cryptocurrencies, causing the cryptocurrency to be lost.
- 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 does not accept any liability whatsoever with respect to the Account(s) you have created with Anycoin Direct. You accept the liability and remain completely liable for the activities that take place in and by means of your Account.
- b) Anycoin Direct rejects any liability whatsoever for damages or losses arising from incorrect use of our Services. You are required to familiarise yourself with Anycoin Direct's Terms and Conditions, FAQs, guides, and privacy policy before making use of our Services.
- c) Each decision you take with the objective of buying or selling cryptocurrency is your own responsibility. Anycoin Direct is not liable for any damages suffered or loss incurred from the intended purchase, sale, or swap.
- d) It is not possible to send ICO-tokens to your personal Account at Anycoin Direct. Should you do so you must then regard these ICO-tokens as lost. You are not entitled to ICO-tokens that have been sent to Anycoin Direct's wallet at your request. Developing a method of safeguarding these ICO-tokens is costly. Additionally, the integrity and security of Anycoin Direct's services would be put at risk.
- e) Anycoin Direct is not obliged to support cryptocurrencies as a result of a hard fork (network update). You are not in any way whatsoever entitled to fork coins.
- f) The Platform is made available on an 'as-is' basis.
- g) All information and prices published on the website and on social media may contain typographical errors. Anycoin Direct does not accept any liability for the consequences of mistakes.
- h) No rights may be derived from the use, availability, and accessibility of the APIs.
- i) Anycoin Direct accepts no liability with regard to the loss of the word combinations of your wallet (seed phrase), as a result of which you can no longer gain access to your wallet and/or another person gaining access to your personal wallet.
- j) Anycoin Direct will not accept liability if you use a different network to send your cryptocurrencies to Anycoin Direct than the network used by Anycoin Direct to receive cryptocurrencies.

## 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) All prices are given in EUR, Tokens or in a unit of cryptocurrency.

## 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 included, 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) Dutch business Affiliate partners who use the Affiliate program must take into account the VAT payment on the Affiliate commission received.
- j) 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.

- k) 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 0.25% 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.

### Other

#### *Article 19 – In case of garnishment of assets that are held in the Vault*

- a) In case of an attachment by garnishment levied against you as garnishee, Anycoin Direct is obligated to declare what assets it holds on your behalf, including the assets that Foundation holds on your behalf.
- b) If Anycoin Direct is obligated to pay or transfer such assets to a bailiff, the Foundation will transfer these assets to Anycoin Direct upon the request of Anycoin Direct.
- c) If Anycoin Direct is obligated to open its book and administration related to your Account for inspection, the Foundation will provide Anycoin Direct with the relevant books and administration upon request of Anycoin Direct.

#### *Article 20 – In case of bankruptcy*

- a) Should Anycoin Direct be declared bankrupt or granted suspension of payments, the Foundation will use all available funds that are stored in the Vault and held by the Foundation:
  - i. to pay you all current and future payment obligations related to the provision of the Services; followed by,
  - ii. current and future other debts that are related to the provision of the Services.
- b) Anycoin Direct is obliged to provide books and administration to the Foundation for review, including Account numbers and details of any creditor, customers included. Services fees owed to the Foundation will be subtracted from the collected funds.

### Modifications and additions

#### *Article 21 – Applicable law*

- a) Dutch law is applicable to the relationship between you and Anycoin Direct if you do not reside in Austria, unless compulsory law determines otherwise, or it has expressly been agreed otherwise.
- b) Austrian law is applicable to the relationship between you and Anycoin Direct if you reside or are domiciled in Austria, unless compulsory law determines otherwise, or it has expressly been agreed otherwise.

#### *Article 22 – 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:
  - i. You have accepted the amended Terms and Conditions online, or;
  - ii. After the expiration of one month from the date of publication of the amendments or additions to the Terms and Conditions.
- 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.
- 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 23 – 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> USDT: <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

