

GENERAL TERMS AND CONDITIONS

applicable to all use of the website, platform and software

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Article 1. Definitions

In these General Terms and Conditions (Terms and Conditions), the following terms are defined as stated below:

Account	An account that a Client sets up with DCX24 and that is required to use the services.
Agreement	The Agreement between a Client and DCX24 that stipulates and determines the subscription that a Client has subscribed to and the conditions and details of this subscription, which includes these Terms and Conditions.
Client	Those who have accepted the applicability of these Terms and Conditions and provided an assignment for the provision of the service.
Content	Any content, such as, but not limited to, source code or other software.
DCX24	DCX24 B.V., a private company with limited liability, registered with the Chamber of Commerce under number 72511478 and with VAT number: NL8591.34.805.B01 and any legal successor of DCX24.
DCX24trading.com	A domain registered by and part of DCX24.
Platform	The dcx24trading.com user interface and back-end that is accessible by Client and that allows for use of the Software and/or the service that a Client has subscribed to.
Software	The programme of DCX24 with specific information, algorithm, designs, components and features for use by the Client.
Website	http://www.dcx24trading.com or any other website that replaces this website and/or additional websites of DCX24.

Article 2. Applicability

1. These Terms and Conditions are applicable to all Agreements, subscriptions, use of the Website and/or Platform and interaction with the Client.
2. General conditions of the Client do not apply.
3. Exceptions to these Terms and Conditions are only valid and binding if and insofar these have been agreed between DCX24 and a Client in writing or electronically.
4. If DCX24 does not always require strict compliance with these Terms and Conditions, this will not mean that the provisions thereof are not applicable, or that DCX24 to any extent would lose the right in other cases to require strict compliance with the provisions of these Terms and Conditions.
5. DCX24 has the sole right to unilaterally amend these Terms and Conditions at all times and shall notify the Client of such amendment(s), which come into effect thirty days later, in writing (including email). Amendments can come into effect immediately if this is required on the basis of applicable rules and regulations or instructions from authorised supervisory authorities. The Client has the right to terminate the Agreement taking into account a 2 weeks' notice period if the Client does not agree with the notified amendments.
6. If one of multiple provisions in these Terms and Conditions are declared void through judicial intervention, the remaining provisions will remain in full force.

7. These Terms and Conditions shall remain in full force in the event that DCX24 fully or partially changes name, legal form or owner. DCX24 shall, at all times, be entitled to transfer its rights and obligations under these Terms and Conditions to a subsidiary, affiliate or group company.
8. The Client explicitly declares to have received these Terms and Conditions prior to conclusion of any registration with the Platform. The Client also explicitly declares to have read the contents of these Terms and Conditions and to agree with all its conditions and provisions.

Article 3. Agreement

1. Upon acceptance of these Terms and Conditions and the Agreement applicable to the subscription selected by a Client and acceptance by DCX24, the Agreement between that Client and DCX24 comes into force.
2. The Agreement entails a non-transferable and non-exclusive right for the Client to use the Software and Platform subject to the payment of the applicable fees in force at any time, and in accordance with the provisions of the Agreement and the Terms and Conditions.
3. The Terms and Conditions form an integral part of the Agreement. In the event of any discrepancy or inconsistency between the provisions of the Terms and Conditions and the Agreement, the provisions of the latter shall prevail.

Article 4. Term, termination and fees

1. An Agreement is concluded for a period of one year. If the Client has not informed DCX24 before the end of the annual term that the Client wishes to terminate the Agreement, the Agreement is automatically extended subsequently per month. This automatically renewed Agreement can be terminated by the Client as per the first day of the next (monthly) subscription period.
2. If the Client wishes to terminate the Agreement, the Client can inform DCX24 in writing (including by email) or via the online portal of the Client with DCX24 at least 48 hours upfront.
3. The Client agrees with the fees applicable on the basis of the Agreement with DCX24.
4. The fees depend on the profit during a month on the relevant third-party exchange virtual currency account. A fee is due as a percentage of the profit made in the relevant month (plus VAT if applicable). DCX24 is authorised to change the fees and the fee structure. Any changes will immediately apply to new agreements and for other Agreements, the changes will apply as per the first day of the next subscription period. DCX24 will inform the Client about any changes in the fees or fee structure in advance.
5. For the calculation of the profit the change in value of the capital on the basis of the trades performed is relevant.
 - For the calculation of the profit, the transaction fees paid by the Client to the third-party crypto exchange in relation to the transactions performed on the basis of the Software will be deducted from the profit amount.
 - Profit will be calculated on each first day of the month at 12:00 PM UTC.
 - If the Client withdraws or adds amounts during the relevant month, this withdrawal or additional amount will be included in the profit calculation as of the relevant date and time.

- Any trades made on the third-party crypto exchange without the Software and contrary to these Terms and Conditions are excluded from the profit calculation.
 - If the Client holds crypto currency on the third-party crypto exchange, for the calculation of the profit general changes in the value of the relevant crypto currency (not relating to the trades performed) are not included in the profit calculation. This can have the result that profit fees are due while the total value on the third party exchange account has decreased.
6. No fees need to be paid if no trading profit is made during the relevant monthly subscription period.
 7. If the Agreement is terminated or blocked during a profit calculation period, the profit will be calculated on the basis of the change of capital until the termination date and time.
 8. The applicable fees are paid after the end of each month. An invoice will electronically be provided to the Client after the end of each month and should be paid within the period mentioned on the relevant invoice.
 9. Unless agreed otherwise in writing, the fees on the basis of the Agreement shall be paid in Bitcoin or Euro.
 10. In the event that DCX24 does not receive timely and full payment of a Client, irrespective of the reason including for example because the payment is blocked, rejected, withdrawn or in any other way unsuccessful:
 - a) The Client is in default immediately without the requirement of DCX24 to give notice of default;
 - b) DCX24 is entitled to immediately block all Accounts of that Client, suspend all its services and/or terminate the Agreement immediately;
 - c) DCX24 is entitled to charge on the amount due statutory interest and compensation for (extra) judicial debt collecting costs made by DCX24.
 11. Clients being natural persons not acting in the course of their business or profession have the right to cancel their Agreement within 14 days after accepting the Agreement. If Client cancels, Client will be charged pro rata for the period Client has already been using the Software. Client will receive a refund for the rest of the paid amount. Any trades performed by using the Software cannot be reversed and any profit or loss stays with the Client.
 12. DCX24 is, at all times, entitled to terminate the Agreement by sending a written notice (including e-mail) at the end of each month, taking into account an one month notice period.
 13. Notwithstanding the provisions of this Article, DCX24 is entitled to immediately terminate the Agreement by sending a written notice (including e-mail or providing a message via the online Client portal), without the requirement of prior notice and with no refund, in the event that:
 - a) A Client infringes or if DCX24 suspect that a Client infringes applicable law and/or any provision of the Agreement and/or these Terms and Conditions;
 - b) If a Client or a relevant person in relation to a Client is included in a sanction list or qualifies as a politically exposed person or if there is a suspicion of involvement with money laundering or terrorist financing;
 - c) A situation as described in Article 4.10 (payment default) occurs;
 - d) DCX24, in its sole discretion, concludes that a Client has (probably) provided any incorrect information when entering into an Agreement;
 - e) This is required due to (a change in) applicable rules and regulations or instructions from the relevant supervisory authorities.

14. Expiration or termination of the Agreement entails de-activation of use of the Platform.
15. A Client may request to cancel an Account(s) at any time by notifying in the relevant section on that Account.

Article 5. Blocking of an Account, removal of Content

1. Without prejudice to the provisions of Article 4, DCX24 may at any time and without prior warning, at its absolute discretion, without any right of a Client to receive compensation, (temporarily or permanently) block access to an Account and/or stop the Software and/or deny access to the Platform and/or delete files and/or (created or acquired) Content, in the event that any provision from these Terms and Conditions is not being respected, including in the event of improper, incorrect and/or infringing use of the Platform by any Client and including in the event that the Client acts contrary to Article 6 and performs trades other than by using the Software on the relevant third-party exchange account.
2. In the event that an Account has been blocked, DCX24 shall keep the necessary data and files in the event they need to be used in any litigation before the competent authorities.

Article 6. Responsibilities of the Client

Register for and use of the Account

1. The Client must register to be able to use the services by filling in Client's personal data fully, honestly and completely.
2. The Client declares to be at least 18 years old and to be authorised to enter into an Agreement with DCX24.
3. The Client declares that it is aware of the risks in relation to trading and crypto currency and storing crypto and/or amounts with a third party crypto exchange and explicitly accepts those risks.
4. The Client is solely responsible for the activities performed with its Account(s).
5. The Client is not allowed to create an Account under someone else's name or act like or on behalf of someone else in any other way. It is not allowed to link the Software to a third-party crypto exchange account of another person.
6. In case of a corporate Account, only an authorised person is allowed to register for the Account. It is the responsibility of the user of the Account that only authorized persons have access to the Account.
7. DCX24 is always allowed to decline a request for registration, for example if the Client does not provide all requested information or if the Client resides in a high-risk country.
8. To use the Software the Client should hold an account in its own name with a third-party exchange, which account should be connected to the Software with an API.
9. Any Client must keep its Account identification in a safe place. In the event that a Client detects any fraudulent use of their Account, they must notify the incident immediately.
10. If Client receives personal data or other sensitive information from other users, Client will keep this information secret.
11. Unless otherwise stated in the Agreement, only one Account per Client is allowed, and no Client may access the system using the Account of another Client.

12. The Client is obliged to always keep its contact information up to date and the Client will inform DCX24 before, or if this is not possible, immediately after a change in its contact information. DCX24 is authorised to request information regarding the client, including to comply with any applicable rules and regulations. The Client is obliged to provide the requested information timely.
13. DCX24 is authorised to communicate with the Client electronically (including email and the online portal with DCX24 of the Client).

Use of the Platform and Software

1. To use the Software a minimum (crypto) currency amount (equal to a fiat amount) is required, as decided by DCX24.
2. Very important is that to enable the Software to work well and to enable DCX24 to calculate the profit the Client should not perform other trades on the relevant third-party exchange account of the Client.
3. Any Client undertakes not to evade, disable, or tamper with the security of the Platform and/or Software in any way.
4. Client may not use the Website, Platform or Software in such a way that Client violates Dutch law or any other applicable laws and regulations.
5. As a condition for using the Platform, Client agrees not to provide any information, data or content to DCX24 or the Platform that is incorrect, inaccurate, incomplete or that violates any law or regulation.
6. The Client is bound to use Software and Platform appropriately. This means that Client will not, nor allow third parties to:
 - a) Enter any non-public, secure areas of the Website, Platform or Software;
 - b) Send viruses, worms, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose;
 - c) Investigate, scan or test the Website, Platform or Software or any other related system or network, or violate any security or authentication;
 - d) Use any automated systems of software to withdraw data from the Website (screen-scraping);
 - e) Make and distribute copies of the Website, Platform or Software;
 - f) Attempt to sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Website, Platform or Software;
 - g) Create derivative works of any kind whatsoever.
7. If the Client wishes to stop using the Software during the term of the Agreement, the Client can stop the use of the Software. In this respect, for example the Client can disconnect the API. Before disconnecting the API, the Client should inform DCX24 to ensure that open trades can be closed properly.
8. The Software could be used by connecting an account held with a third-party exchange in the name of the Client. The Software of DCX24 may support a connection with certain exchanges. DCX24 is authorised at any time to change the Software and to change the supported exchanges.
9. The Client can use the Software during the term of the Agreement. DCX24 provides the Software and will not provide advice in relation to any trades. Further, DCX24 will not execute the trades or provide investment portfolio services. DCX24 will also not have access to (fiat)money or crypto currencies held by the Client with a third-party exchange.

Article 7. Undertakings

1. DCX24 will perform the Agreement to the best of its knowledge and ability and in accordance with high standards. No guarantee is provided that the Software and Website will continuously be available. It can be disrupted, for example for maintenance or due to technical reasons.
2. DCX24 warrants that its services are provided in a professional and workmanlike manner.
3. DCX24 shall provide the Software and its services as stipulated in the Agreement.

Article 8. Intellectual Property

1. DCX24 owns and reserves all intellectual and industrial property rights over the Website and Platform, the design, the images and descriptive information of the images, all content, any multimedia components, as well as the distinctive corporate signs associated with the Website and Platform. DCX24 is the exclusive owner of the exploitation, or where appropriate, has the relevant authorities, over the data, programs, procedures, illustrations, photographs, texts, multimedia content, design and distinctive signs in or associated with the Website, Platform and Software.
2. An Agreement does not grant the right to change or eliminate information of property, brands, copyright notices or any other brand notices on the Software or in the information of the Software or in the Platform or on the Website.

Article 9. Intellectual Property of the Client

1. Any Content submitted by Client will remain the intellectual property of the Client.
2. In the event that a Client receives a software key through DCX24, the Client obtains a (sub)licence to use the software key under the terms stipulated in the relevant Agreement.
3. By creating Content on the Platform, the creating Client grants DCX24 an unlimited, royalty-free, worldwide and perpetual license and right to use, utilize, promote, advertise and exploit this Content and rent it to other clients and/or third parties. In the event of the latter, if and insofar as DCX24 receives any compensation or fee for such renting to other clients or third parties, DCX24 shall pay the creating Client a remuneration of the amount or percentage as stipulated on the Website at any time. The Agreement does not serve to transfer any right to or ownership of Content.
4. If any Content, including source code, is made public by Client through DCX24, it cannot be removed by request and remains publicly available.
5. DCX24 will not access Client's strategies, unless permission is granted by Client or is required for maintenance.

Article 10. Disclaimer and risks

1. Client declares that Client is aware that investing in crypto currency and by extension using software through DCX24 has major (financial) risks associated. Client accepts that these major (financial) risks, including but not exclusively, contain the risk of losing the entire amount invested. In addition, by using software through DCX24, for example on an external crypto assets exchange, the Client

accepts full and sole responsibility for any potential consequence of and all risks associated with such use. The Client is familiar with these consequences risks and is solely responsible for the outcome of Client's decisions. The Client is solely responsible for the trading that Client undertakes, the software that Client may use for such trading and the Client's choice of trading system, whether it trades for real and/or as intended, including any consequences of that choice. Clients need to obtain their own financial and tax advice. DCX24 does provide those services.

2. Client is aware that DCX24 is not acting under supervision of any financial supervisory authority.

Article 11. Limitation of Liability

3. A Client, that infringes any provision of the Agreement (including the Terms and Conditions), shall fully indemnify and hold harmless DCX24 for any damages incurred (including reasonable attorney fees), including for any damages resulting from a claim that a third party has brought against DCX24.
4. Under no circumstances shall DCX24 be liable to a Client for any indirect, incidental, special, consequential or exemplary damages arising from the use of the Platform and/or any Agreement, including loss of profits or lost revenues, business interruption or loss of business information, production failure, impairment of other goods or otherwise, even if it has been advised of the possibility of such damages. DCX24 will only be liable for direct damage arisen through wilful misconduct or gross negligence on the part of DCX24 and, beyond that, does not assume any additional liability. Consequently, DCX24 is exonerated from any and all liability claims for damages caused by any legal reason, including, without limitation, claims for damages or claims filed for breach of contractual or precontractual obligations or any other type of obligations. Direct damage is exclusively taken to mean:
 - a) Damage to property of Client insofar as in the possession of DCX24;
 - b) Reasonable costs incurred by Client for establishing liability and the (extent of the direct) damage;
 - c) Reasonable costs, reasonably incurred by Client, which could be and were permitted to be incurred in all reasonableness, for the prevention or limitation of the damage, insofar as Client demonstrates that these costs have resulted in limitation of the direct damage;
 - d) Reasonable costs, which the Client has incurred in all reasonableness for acquiring payment without the intervention of the courts, as referred to Article 6:96 subsection 1 under c BW.
5. DCX24 will never be liable for the contents and/or information that is placed on Client's profile page.
6. DCX24 will not be liable for damage of whatsoever nature due to the fact that DCX24 has proceeded from inaccurate and/or incomplete data provided by the Client.
7. DCX24 will not be liable for damages caused by work or services performed by third parties that have been engaged by DCX24.
8. DCX24 will not be liable for damages caused by any security breach, misuse of the Platform or any other infringement by a third party, including acts to that end that may cause a third party to have access to a Client's Content, including other clients.
9. DCX24 will not be liable or responsible for any of the services provided by the third-party exchange to the Client.

10. DCX24 will not be liable or responsible for any losses or value decreases if the Client acted contrary to its Agreement with DCX24 (including if the Client performs trades contrary to Article 6 of these Terms and Conditions).
11. In no event will DCX24 be liable or responsible for any damage suffered by the Client due to any circumstance for which the Client solely responsible, including but not limited to all events as described in Article 10.
12. The Client must report the damage, for which DCX24 can be held liable, as soon as possible to DCX24.
13. The maximum liability of DCX24 will in all cases be limited to the maximum amount that the liability insurance will compensate DCX24 for, which amount will never extend the amount that Client has paid DCX24 for subscription fees in the 6 months preceding the event leading to the Client's damage.
14. Any action for liability against DCX24 lapses within one year after Client became aware of the damage causing fact or could reasonably have become aware of.

Article 12. Force Majeure

1. In the event that DCX24 is unable to fulfil its obligations following from any Agreement due to a non-attributable failure (force majeure), the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
2. If the force majeure situation continues for more than one month, both DCX24 and the Client will be entitled to dissolve the Agreement partly or in full, insofar as the force majeure situation justifies this, all this in accordance with the other provisions in these Terms and Conditions.
3. In the event of force majeure applicable to DCX24, the Client will not be entitled to any compensation (in damages), not even if DCX24 were to have any advantage as a result of the force majeure.
4. Force majeure is taken to mean every circumstance beyond the control of DCX24, fully or partially impeding the fulfilment of DCX24's obligations towards Client, or as a result of which the fulfilment of DCX24's obligations cannot reasonably be required from DCX24, regardless of the fact whether that circumstance could have been foreseen at the time the agreement of services was concluded. Those circumstances will include (but are not limited to): measures by any government body or their substantive amendments that severely impact the undertaking of DCX24, understaffing due to illness, force majeure applicable to a third party that has been engaged, including unscheduled maintenance or other disruptions of the hosting, server, power failures, performance of an exchange, cloud suppliers or any other third party engaged by DCX24 or not, technical breakdowns, loss of information or files, epidemic or pandemic including the measures that apply and may impact DCX24's business - all in the broadest sense of the terms.

Article 13. Confidentiality and privacy

1. The Client is obliged, during the term and after the termination of the Agreement, to maintain the confidentiality of all facts and particulars concerning the enterprise, all data of employees, customers, clients and other business contacts of DCX24, regarding which Client knows or reasonably can suspect that these are confidential.
2. DCX24 respects the privacy of its Clients and acts in accordance with the EU General Data Protection Regulation. DCX24 uses a privacy policy, where Clients can read which personal data DCX24 collects and for what purposes. The privacy policy can be downloaded on the Website.

Article 14. General Provisions

3. The use of the Website, Platform and the Software, as well as the contents of Agreement (explicitly including those Terms and Conditions) are subject to Dutch law.
4. Any dispute arising out of or relating to the Agreement (explicitly including those the Terms and Conditions) or use of the Platform will be subject to the exclusive jurisdiction of competent courts in the district where DCX24 is located at the time of the intended court procedure.
