

Terms and Conditions

These are the general terms and conditions of Triaconta. By accepting the terms and conditions, the General Terms and Conditions come into effect between the Customer and Triaconta BV. The parties agree that signing also includes accepting the terms and conditions via one of the Triaconta BV websites.

These General Terms and Conditions always apply to all activities performed by Triaconta for the Customer under the Agreement, for example when you use one of the Websites, buy, sell cryptocurrencies or manage your bundle via the Platform or the Website. The General Terms and Conditions contain important information for you as a Customer.

Article 1. Definitions

1.1 Agreement - any agreement or agreement between Triaconta and the Customer of which these General Terms and Conditions form an integral part.

1.2 Triaconta - The private company Triaconta B.V. located at Oudenhof 4B in Geldermalsen. Triaconta is registered with the Chamber of Commerce under number 69330808.

1.3. Customer - the natural person or legal entity who enters into an Agreement with Triaconta.

1.4 Account - The administrative account of the Customer, which is opened by Triaconta for the Customer after registration on the Website. The Customer can withdraw money and place orders through this account. This account is not the property of the Customer, but indicates the claim the Customer has against Triaconta.

1.5 Website - The Triaconta website, which can be found at triaconta.com, as well as all associated subdomains.

1.6 Order - an order from the Customer to Triaconta to carry out the purchase or sale of a cryptocurrency.

1.7 Platform - The digital platforms and software programs owned by Triaconta or used and deployed by Triaconta to process orders.

1.8 Transaction - Any transaction at the expense and risk of the Client's Account, including, but not limited to, buy and sell orders for a cryptocurrency and withdrawals of Euro and deductions for services by Triaconta to the Client.

1.9 Wallet - A software program that stores private and public keys. The wallet allows users to send and receive digital currencies.

2.1. In order to make optimal use of the Website, the Customer must register using the registration form on the Website.

2.2. Customer must be at least eighteen (18) years old at the time of registration to use the Website and the services it offers. Should Triaconta discover that the Customer was not at least eighteen years old at the time of registration, Triaconta may immediately revoke the login details and cancel open buy or sell orders. The cryptocurrency claims of the Customer are sold for Euro and this amount plus credits on the account, minus the costs, is sent to the bank account number known to us.

2.3. Triaconta only accepts customers and payments from Europe. Payments received from a non-SEPA bank account will be refunded (minus bank charges) to the bank account from which it was received.

2.4. During the registration process, the Customer will be asked to provide an email address and full name, as well as to set a password. The Customer is responsible for choosing a sufficiently reliable password.

2.5. The customer is responsible to treat his login details in strict confidence and to keep them secret. All Orders placed through the Customer's Account by using the login data are deemed to have been given by the Customer and will be processed by Triaconta at the expense and risk of the Customer. Triaconta declines any liability for misuse of login details.

2.6. Before Triaconta enters into a business relationship with the Client, Triaconta will conduct a client due diligence in order to comply with the Wwft and the Sanctiewet.

2.7. After entering into the business relationship, payments by Client will be processed. At the time of processing the payment, the used IBAN bank account number is linked to the Account of the Customer. The Customer can only transfer amounts in Euro to Triaconta from this bank account. Triaconta will only transfer amounts in Euro to this bank account.

2.8. By entering his personal data on the Website, the Customer agrees that this data will be stored in one or more databases until the Customer stops the service. The relevant databases belong exclusively to Triaconta and are not accessible to third parties.

2.9. The Customer is responsible for having a good and safe:

- Internet connection;

- computer, tablet, smartphone or other device with which a connection to the Triaconta website can be made via the internet, and which is equipped with up-to-date measures against intruders, viruses, spam, etc .;

- e-mail account to which the Customer only has access himself, and via which e-mail account the e-mail messages from Triaconta can be received without hindrance.

2.10. The Customer can at any time replace the existing password with another password to be chosen by the Customer. It is the responsibility of the Customer to change the password

immediately if the Customer suspects that the existing password is no longer secret. At the request of the Customer, Triaconta can temporarily block access to his Account.

2.11. Triaconta reserves the right to change the requirements for verification. As far as possible, Triaconta will notify the Customer of this at least 30 days prior to the implementation of the changes. When additional verification is required by law, existing Accounts can be blocked and funds frozen until the required verification is provided.

2.12. When creating the Account, the Customer agrees that the purpose and nature of the business between the Customer and Triaconta is the following:

Investing in the cryptocurrencies that the Client purchases.

2.13. By creating an Account and / or by using our products, services and / or services, the Customer declares that they:

- accept all conditions from these General Terms and Conditions;
- You are at least 18 years of age or, where the law of the jurisdiction requires you to be of a specified minimum age above 18 years of age to enter into this User Agreement, you are at least that age;
- acts on its own behalf and is authorized to enter into a binding agreement with us and that such use is permitted under applicable law;
- only creates one Account and owns the bank account (s) used by the Client and that that bank account is in the name of the Client;
- use the platform and / or Account for its own account and risk, and not as an agent or representative of a third party or otherwise on behalf of third parties;
- acts in accordance with applicable laws and regulations;
- is not resident in or under the jurisdiction of any country whose applicable law does not permit Customer to enter into this User Agreement or use our products, services and / or services;
- is not a resident of the United States, is not a US citizen, or otherwise qualifies as a US citizen and indemnifies us against any harm that we may suffer as a result of any violation of this prohibition;
- is not resident in a country subject to sanctions imposed by the United Nations, the European Union, the United States or any other relevant governmental organization;
- does not appear on a relevant sanctions list.
- She does not work in the pharmaceutical or arms trade industry.

2.14 The Client is prohibited from using our platform and / or our services for illegal purposes, such as money laundering, tax evasion.

2.15 The Customer declares that all information to be supplied is authentic, complete and correct and that the Customer informs Triaconta when the information provided to us changes.

Article 3. Prices and information

3.1. The content of the Website has been compiled with the greatest care. Triaconta strives to provide information that is as current and complete as possible. Despite the due care, it is

possible that information is outdated or contains inaccuracies. Customers are requested to inform Triaconta of this via info@triaconta.com. Triaconta reserves the right to change information. Triaconta is not liable for any damage that is the direct or indirect result of or in connection with the use of the information available on the Website.

3.2 The information shared by Triaconta with the Customer does not constitute advice and should therefore only be regarded as information. The information provided by Triaconta should not be considered as a guarantee for the expected results of any transaction.

3.3. The Client understands that all cryptocurrency prices are variable, highly volatile and subject to change at any time. As a result, there is always a difference between the price on the website and the price at which an order is ultimately executed.

3.4 The Customer will indemnify Triaconta against claims from third parties and indemnify them for damage, insofar as those claims or damage are the result of an error or culpable act on the part of the Customer.

Article 4. Right of restitution/ return shipment

4.1 The purchase and sale of Cryptocurrencies are excluded from the right of restitution, as they concern products or services whose price is subject to fluctuations in the financial market, over which Triaconta has no influence and which may occur within the withdrawal period (Article 16 Exceptions to the right of restitution, DIRECTIVE 2011/83 / EU).

Article 5. General information about cryptocurrency

5.1. All purchases relate to digital goods without a fixed value. With every transaction with cryptocurrency, the Client agrees to the price that Triaconta receives or pays for it at the time of execution of the Order.

5.2 Triaconta is entitled to vary the range of cryptocurrency on the Platform as it sees fit, based on market conditions. If a cryptocurrency is no longer offered on the Platform, the Client will be given the choice to i) convert it into another cryptocurrency offered or ii) sell it within 15 days. If no action is taken by the Customer after 15 days, Triaconta will sell the cryptocurrency for Euro. The proceeds from these sales minus the costs are added to Customer's Account.

Article 6. Buying and selling cryptocurrency

6.1. The Client acknowledges and accepts that he is solely responsible for his transactions, composition of his cryptocurrency portfolio and the tax consequences thereof.

6.2 By paying an amount in Euro to Triaconta, the Customer instructs Triaconta to use the amount received minus the costs for the purchase of cryptocurrencies in the distribution that the Customer has chosen in advance at the then current market prices.

6.3 The customer accepts that during the performance of the sim

plified or stricter customer due diligence, there is no business relationship yet. This means that Triaconta may not process the Client's payment until the customer due diligence has been successfully completed. Triaconta is not liable for exchange differences that arise during the performance of the customer due diligence.

6.4 When purchasing cryptocurrency, the Customer agrees to Triaconta's storage of this cryptocurrency in Triaconta's Wallet. The purchase is administered on the Account of the Customer. As a result, the Customer will have a right of action against Triaconta. A completed transaction cannot be undone. Cryptocurrencies can never be exchanged or returned. In that case, the Customer only has the option to sell the cryptocurrency at the then current prices. Client does not have the option to have cryptocurrencies sent to a Wallet.

6.5 Entering the correct data, such as quantity, order type and cryptocurrency, is the Customer's own responsibility, as is the notification of changes. The Client guarantees the correctness of the data provided by him. Not or not timely notification of changes is entirely at the expense and risk of the Customer.

6.6 When an unusual situation arises, whether technical, legal or otherwise, Triaconta can keep the Client's funds and cryptocurrency frozen until further verification.

6.7 When selling cryptocurrency, the Client can choose to use the proceeds to buy another cryptocurrency or to have it paid out in Euro. A completed transaction cannot be undone.

6.8 Euro is paid to the bank account registered by the Customer at Triaconta. Bank transactions are carried out within 5 working days after Triaconta has received the order. Depending on the bank, these transactions can take one or more business days. The actual time it takes to complete the transactions is beyond Triaconta's control.

6.9 In case of suspicion of criminal activities, Triaconta reserves the right to suspend the transaction (s) until legitimacy has been established.

6.10. Triaconta may cancel the Customer's order if the price or buyer is not reliable. Triaconta will return the Customer's money as soon as possible if this occurs.

6.11. In the event of a suspicion or use of an Account that violates the General Terms and Conditions, Triaconta has the right to block or terminate the Account. Triaconta can set conditions for the return of the accrued value.

6.12. Triaconta cannot guarantee that there is always sufficient supply and demand to fully or partially execute an order.

6.13. Triaconta cannot guarantee that all cryptocurrencies are always tradable. Triaconta can postpone or refuse orders should this situation arise.

6.14. Triaconta is authorized to engage third parties at its own expense in the performance of its obligations under the Agreement.

Article 7 Revision and Balancing

7.1 Triaconta provides services to Customers for the independent management of their own portfolio. The Client himself remains the manager of the portfolio. Triaconta only executes Orders.

7.2 The Client declares that he does not regard the execution of an Order for a one-off or periodic change in the composition of the portfolio as a transfer of the management of the portfolio.

7.3 During a balancing, the Client gives the order to partially sell certain coins according to a formula and to buy other coins with the proceeds. These formulas are available here:<https://triaconta.com/balancing-tool/>. The customer agrees that after the balancing has been carried out, he will receive an overview of what exactly has been sold and bought. Customer agrees that a transaction executed by balancing is final.

7.4 The customer has the option to schedule a balancing periodically. This means that the balancing is carried out on a predetermined date as described in 7.3.

7.5 Customer accepts all costs associated with balancing. The costs can be found here <https://triaconta.com/balancing-tool/>.

7.6 During a revision, coins that are no longer in the bundles offered by Triaconta are sold and the proceeds are used to purchase the coins that are missing from the bundles offered by Triaconta. The customer agrees that after the revision has been done, he will receive an overview of what exactly was sold and bought. Customer agrees that a transaction performed by revision is final.

7.7 The customer has the option to automatically do a revision. This means that a revision as described in Article 7.6 is carried out within one week of changes to the bundles offered by Triaconta.

7.8 The customer accepts all costs associated with a revision. The costs can be found here <https://triaconta.com/revision-tool/>.

7.9 The Client acknowledges and accepts that it is solely responsible for the composition of its portfolio.

Article 8 Security, risks, guarantees and cover

8.1. The Customer represents, confirms and warrants that all amounts paid by the Customer to Triaconta in no way, whether directly or indirectly, result from any unlawful act or omission or are the product of any criminal activity.

8.2. The Client acknowledges and accepts that all transactions related to cryptocurrency trading are conducted exclusively through the Platform that Triaconta offers and that the cryptocurrency cannot be transferred to any other platform.

8.3 The Client recognizes and accepts without reservation and regardless of the information that Triaconta has provided him with that the value of cryptocurrency can fluctuate and that

deposited money can lose their value. There is a risk that the amounts invested in euros can no longer be recovered and that the investment no longer represents value.

8.4. The Customer confirms that he owns the bank account number and guarantees the authenticity and validity of all information that he provides to Triaconta.

8.5 Client acknowledges and accepts that Client is solely responsible for knowing whether it is permitted in its legal territory to trade with Cryptocurrencies. All consequences that may arise from this are at the expense and risk of the Client.

Article 9. Limitation of Liability

9.1. Within the limits of the law, Triaconta is only liable to the Customer for direct damage as a result of an attributable shortcoming in the performance of the Agreement.

9.2. There is no liability whatsoever for:

9.2.1. price differences due to delayed processing of buy or sell orders;

9.2.2. cancellation or execution of orders due to clearly incorrect price indications;

9.2.3. power failures, network problems or attacks by hackers that prevent the platform from being used;

9.2.4. power failures, network problems or attacks by hackers that prevent the use of third-party systems necessary for business operations;

9.2.5. suspension of trading in a cryptocurrency in the markets

9.2.6. damage as a result of the bank's termination of the banking relationship

9.2.7. indirect damages (including consequential damages, lost profits and losses, loss of data and intangible loss).

9.2.8. Damage as a result of not immediately processing payment or payment, because additional information is required from the customer for the benefit of Triaconta's compliance with the Wwft.

9.2.9. Damage as a result of temporary stopping of services at the request of De Nederlandsche Bank.

9.3 Triaconta will do its utmost to be operational 24 hours a day, 7 days a week, but cannot guarantee that the platform is fully operational at all times. Scheduled maintenance is announced at least 24 hours in advance via the website.

Article 10. Personal data

10.1. Triaconta will process the personal data of the Customer in accordance with the privacy statement published on the Website.

Article 11. Discontinuation of services

11.1. Triaconta can decide to close its services at any time. At such a time, all cryptocurrencies will be sold and all proceeds will be returned to the IBAN number known to Triaconta. Triaconta will indicate this thirty days in advance.

Article 12. Final provisions

12.1. Each Agreement is governed by Dutch law and, unless otherwise prescribed by mandatory law, all disputes arising from the Agreement will be submitted to the competent Dutch court in the district where Triaconta has its registered office.

12.2. If any provision in these General Terms and Conditions is found to be invalid, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the parties will determine one or more replacement provisions that correspond as closely as possible to the original provision.

12.3. Triaconta has the right to change these General Terms and Conditions at any time. Triaconta will announce changes and additions at least thirty days before they become effective through the service, so that the Customer can take note of them. If the Customer does not wish to accept a change or addition, the Customer has the right to terminate the Agreement until the date on which such change or addition takes effect. Continued use after the effective date is considered acceptance of the amended or supplemented terms and conditions.

Contact details

If you have any questions, complaints or comments after reading these terms and conditions, you can contact us by e-mail.

Triaconta B.V.

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