

Terms of Service

1. You are aware that the value of cryptocurrencies can fluctuate strongly and that no guarantee whatsoever can be issued for the value of cryptocurrencies at any time.
2. The purchase and sale of cryptocurrency is only allowed for persons over 18 years old. You declare that you are older than 18 years.
3. BTC Direct brokers the purchase and sale of your cryptocurrencies, which means that as a result of your assignment cryptocurrencies will be sold or purchased for you on the market.
4. By transferring an amount to BTC Direct you give the assignment to BTC Direct to purchase cryptocurrencies for you to the amount of the transferred amount and you agree to the value of the cryptocurrencies to be purchased, as these are determined and recorded by BTC Direct. The value of the cryptocurrencies will be recorded at the time when you have chosen a payment method and the payment has started and/or is executed, or as the case may be after approval of the transaction at the actual market value to be determined by BTC Direct increased by a variable fee plus any costs of the payment service.
5. By sending the cryptocurrencies to the address stated by BTC Direct you give BTC Direct the assignment to sell these and you agree to the sale value of the cryptocurrencies as these are determined and recorded by BTC Direct at the time of the receipt of the cryptocurrencies, or as the case may be after approval of the transaction. The value of the cryptocurrencies will be determined at the actual market value to be determined by BTC Direct minus a variable fee. The time when the transaction is visible on the network applies as the time of receipt.
6. In the event of the purchase of cryptocurrencies the cryptocurrencies will be sent to the receiving address indicated by you. You declare that the specified receiving address is part of your personal wallet. You declare that no third person or legal entity has access to the wallet and that you are the owner of the wallet.
7. You agree to use a bank account or credit card registered in your name when purchasing cryptocurrency. You carry out your transactions on your own account. You do not use funds from third parties.
8. In the event of the sale of cryptocurrencies the monies will be sent to the bank account stated by you. BTC Direct will not be liable for the further settlement of the transaction because this can depend upon i.a. the network and the miners. In the exceptional case when something has not been done properly you will be entitled to support from BTC Direct.
9. A completed payment, as well as the sending of cryptocurrencies by you to us cannot be reversed. Cryptocurrencies can never be exchanged or returned. In that case you only have the option of offering the cryptocurrencies for sale to BTC Direct at the buying rate of BTC Direct applicable in that case.
10. The entering of the correct details, such as quantity, (cryptocurrency) receiving address and email address is your personal responsibility, as well as the passing on of changes. You guarantee the accuracy of the details stated by you. The failure of, or late, passing on of changes will be entirely at your expense and risk.
11. You have the responsibility to have at your disposal an adequate and safe:
 - internet connection;

- computer, tablet, smartphone or any other device with which an internet connection can be made to BTC Direct, which is provided with up-to-date measures against, inter alia, hackers, viruses, spam, etc...;
- email account to which you have exclusive access, and through which email account the emails from BTC Direct can be received without hindrance.

In the event that the conditions determined in this article are not fulfilled, BTC Direct will not be liable for damages suffered as a result of fraud.

12. BTC Direct makes utmost endeavours to prevent fraud. BTC Direct is entitled, in advance as well as during and after a transaction, to take all measures it deems necessary. BTC Direct is at all times entitled, for the prevention of fraud and/or misuse, to suspend and/or cancel a transaction in order to investigate the transaction and/or to request additional information from you. If, as a result of the measures to be taken by BTC Direct, the payment of monies and/or cryptocurrencies is postponed and/or cancelled, BTC Direct will be entitled to determine the value of the cryptocurrencies once again. You are obliged to provide your cooperation in these measures to be taken by BTC Direct.
13. BTC Direct is at all times entitled, at its discretion, to not execute and/or cancel the assignment. In the event of the suspicion or upon establishing that actions have taken place that are in conflict with these general terms and conditions BTC Direct will also be entitled to block the account. In the event of cancellation of an order by BTC Direct the monies paid to BTC Direct and/or the cryptocurrencies delivered to BTC Direct will be returned after deduction of the costs incurred and the damages suffered by BTC Direct as a result of any exchange rate fluctuations. BTC Direct is under no circumstances liable for compensation toward you.
14. All advice from BTC Direct (by telephone, by email or information on the website) is provided without obligation, for information purposes and without any liability on the part of BTC Direct. BTC Direct can never be held liable for the damage to be suffered by you as a result of exchange rate fluctuations.
15. If the purchase or sale by a consumer is taking place long-distance, you will as a consumer have the right, in most cases, to invoke the termination of the agreement without stating reasons, this is the 'right of withdrawal'. Having regard to the fact that the value of the cryptocurrencies is subject to (exchange rate) fluctuations and that BTC Direct has no control over this, this right of withdrawal is excluded by BTC Direct. In the event of a long-distance purchase you, as a consumer, therefore will not have the right (after receipt of the cryptocurrency) to terminate the agreement within 14 days.
16. You shall accept the special circumstances that can occur during the provision of service by BTC Direct through the internet and the (technical) faults that can occur over the course of this, such as the impossibility of acquiring (full) access to the BTC Direct website or the account, not being able to provide and/or process an order in a timely manner, breakdowns of and/or defects of the BTC Direct website and/or underlying hardware and/or (internet) network connections and/or software on which the platform operates. With the exception of intention and gross negligence on the part of BTC Direct, BTC Direct will not be liable for these special circumstances, or as the case may be for any consequences of the (temporary) partial or complete inaccessibility or unavailability of the BTC Direct website or the account, or as the case may be in the event of delays and/or breakdowns and/or the website not functioning fully.
17. You agree to BTC Direct keeping you updated with information, i.a. by sending a newsletter, by means of direct marketing and/or adverts, which could be of interest to you.

18. The Dutch text of these general terms and conditions will prevail over translations thereof.
19. If you have a complaint regarding the provision of service of BTC Direct you can submit a complaint through complaint@btcdirect.eu or direct your written complaint to the postal address of BTC Direct. The description of the complaint must be precise and complete (stating the Orders, Transactions, Balances concerned, relevant date or dates, the accusations against BTC Direct and (other) relevant facts). The documents for the substantiation of this complaint must furthermore be sent as an appendix. BTC Direct is obliged to substantively respond to your complaint within 4 weeks. Only after this complaints procedure has been completed, and your complaint has not been dealt with to your satisfaction, will you be entitled to submit the dispute to the court in accordance with the provisions of article 19.
20. Dutch law applies to all transactions.
21. All disputes between parties, including those disputes that are only regarded to be a dispute by one of the parties, will be adjudicated by the court with competent jurisdiction of the place of business of BTC Direct, without prejudice to the right of BTC Direct to elect the statutory court with competent jurisdiction by law or under a treaty and with the exclusion of the disputes that form part of the jurisdiction of the subdistrict court.