## Partner program BTC Direct

In this document you will find the terms and conditions that apply to participating in the partner programme of BTC Direct Europe B.V. These terms and conditions apply to all agreements that are executed by or on behalf of BTC Direct Europe BV, hereinafter referred to as BTC Direct. By participating in the Partner Programme, you accept the following terms and conditions and you are deemed to be familiar with the content. Please read these terms and conditions carefully.

## Terms and conditions

- 1. It must be clear to the visitor that the cryptocurrencies are purchased from or sold to BTC Direct at all times. The affiliate may not under any circumstances give the impression that it is a service or brand of its own.
- 2. The partner must implement the partner programme correctly, both technically and visually, so that customers always receive clear information just like they do on btcdirect.eu.
- 3. Before a visitor clicks on a banner or link, it must be clear to this visitor that he or she will be forwarded to BTC Direct.
- 4. The affiliate will not engage in typo-squatting or own a typo domain in conjunction with "btcdirect", "btc-direct" (e.g., the Affiliate's domain names must not include or use "BTC Direct or misspellings of "BTC Direct"). Misspellings of domain names include those with missing or extra characters and wrong character sequences.
- 5. The partner must offer a clearly added value to the target group which BTC Direct focuses on, in addition to buying and selling cryptocurrencies, for example informative, creative, educational or with an extra service. This is at the discretion of BTC Direct.
- 6. BTC Direct is responsible for customer contact. The affiliate therefore refers customers to BTC Direct with questions about the services of BTC Direct.
- 7. The affiliate is entitled to a 0.5% commission from all purchases and sales of cryptocurrencies on the BTC Direct platform by customers who have registered with BTC Direct via your website, as long as our agreement is in effect.
- 8. The commission consists of variable percentages that can be changed at any time by BTC Direct. Such a change must be announced to the affiliate 1 months in advance by BTC Direct.
- 9. Fees are paid quarterly provided that the total outstanding amount is € 100, or more. If the commission to be settled has not yet reached this limit, BTC Direct will save up the compensation until it is sufficient to pay out. The affiliate will receive an invoice after every pay out. In case the affiliate is located in the Netherlands, the affiliate will receive an invoice including VAT. In case the affiliate is located out of the Netherlands he will receive an invoice

- without VAT, due to the face that the VAT-shifted policy will apply. In this case, the to be received commission as aforementioned in section 7, will be reduced by 21 percent VAT.
- 10. The affiliate is responsible for providing the correct information (for example the cryptocurrency address) to BTC Direct. BTC Direct is not liable for any damage or losses that arise as a result of providing incorrect information about, for example, the payment. The partner declares and guarantees that the information provided to BTC Direct about the affiliate is true, correct, current and complete.
- 11. You represent and warrant that you are at least 18 years of age. If you have not reached the age of 18, you are not allowed to enter the BTC Direct Partner Program. The content of your website needs to be aimed at people of 18 years and over.
- 12. BTC Direct offers no guarantee whatsoever for the availability of its service. The purchase and sales function of our service can be deactivated for an indefinite period for reasons of, for example, but not exclusively maintenance or a technical malfunction.
- 13. BTC Direct reserves the right to cancel or suspend customer orders if technical failure of third parties or other unforeseen circumstances lead to BTC Direct not being able to execute the transaction on time.
- 14. In the event of suspicion of misuse, fraud or illegal transactions, BTC Direct reserves the right to suspend and / or cancel a transaction until the legality of the transaction can be verified. BTC Direct will report suspicious transactions to the relevant authorities and will cooperate with the police and other government agencies.
- 15. If the partner does not meet the terms and conditions of this agreement, the partner is not entitled to payment of the commission or other claims and BTC Direct is entitled to terminate the agreement immediately.
- 16. BTC Direct reserves the right to change this agreement at any time. Any changes must be recorded in writing by the parties.
- 17. Parties are entitled to terminate this agreement with due observance of a notice period of one month.
- 18. The affiliate informs BTC Direct and requests permission from BTC Direct about the places where the partner wishes to place an affiliate link or other expression of BTC Direct (such as a banner). This is not limited to website or blog URLs but also social media channels, blog posts, email marketing, etc.
- 19. The affiliate may not use the following terms in paid search: BTC Direct, BTC-Direct, and all other names related to our brand. Also the use of derivatives of these words or the use of these words with spelling mistakes is not permitted. You may use AdWords that refers to your own landing page. You may also advertise with different propositions.

- 20. The affiliate must not operate or utilize a website, or email a Link to such a website which contains or promotes any of the following types of content: illegal, violent, libelous, defamatory, obscene, abusive, hacking, bigoted, anti-brand messaging or that offer illegal goods or services.
- 21. Affiliate must not use or place Links on copycat sites, sites under construction, doorway pages, sites or pages with automatic redirect. Cookie Dropping is not allowed.
- 22. BTC Direct registers all affiliate transactions. The affiliate acknowledges and accepts that the statistics compiled by BTC Direct are binding and serve as official and final data between the parties, except when the partner can demonstrate that such statistics are incorrect.
- 23. Unless there is intent and / or gross negligence on the part of BTC Direct, BTC Direct is not liable for any damage and / or costs of the affiliate in connection with participation in our partner Program, such as but not limited to damage and costs. as a result of the improper functioning of the BTC Direct website and technical malfunctions.
- 24. The Dutch text of these terms and conditions will prevail over translations thereof.
- 25. Dutch law applies to all transactions.
- 26. 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 sub district court.