

## Terms and conditions

This is BorBucks B.V.. (in the rest of this document also referred to as Smart Crypto Bot, SCB and we/our). Our Platform is a service (SaaS) and you can access it through our website <https://smartcryptobot.com>. The platform makes it possible to trade and invest in cryptocurrencies, with the help of automated strategies which you can implement and adjust for yourself (the Smart Crypto Bot). Our services consist of this platform and the website.

This document, the terms and conditions, sets out the relationship between you and SCB and any use of our services. If you want to make use of our services, it's necessary that you accept our terms and comply with them.

### 1. Definitions

1. **Smart Crypto Bot:** Platform as a Service, Automated crypto trading bot
2. **Account:** this refers to the account that the user creates in order to make use of the platform.
3. **Signals/Webhooks:** 3rd party signals used by websites to send a message
4. **Platform:** our platform is accessible through our website. It allows you to trade cryptocurrency with the use of a bot that makes automated trading possible.
5. **Subscription Term:** 1 month (auto renewal)
6. **User(s):** We will refer to users (in this document) using the term you. A user is a person or a company that is active on our platform and uses our services.

### 2. Registration and personal account

1. If you want to use our services you have to visit our website.
2. There you have to register if you want to make full use of our platform. You can create an account by providing us with some information, namely your e-mail address and an alias you want to use. You also have to choose a strong password. These steps are explained during the registration process. Together, the email address and the password are your login credentials.
3. You can deposit cryptocurrency on your account through the Payment gateway CoinPayments; it's not possible to use fiat money. You can't make a withdrawal when the currency has been deposited. This is only for the use of credits in Smart Crypto Bot.
4. It's not permitted to have any third party use your account. Non-disclosure of your login credentials and the way you use your account is your own responsibility. If your account is deleted or blocked, you are not allowed to use it and the platform anymore, by using another account or creating a new one for example.
5. The information that you provide when you create an account has to be complete and correct. The accuracy of this information is your responsibility.
6. We, SCB, can discard certain functionalities of the platform, account or other services if we think it's necessary. Furthermore, we can choose to not accept a certain account or to ask for additional requirements.

### 3. Offers and prices

1. All of our offerings (including free trials) are subject to our terms and conditions.
2. The prices on our website do not include expenses and taxes, unless it's indicated.
3. We have the possibility to change prices at any time. These changes can be introduced immediately.
4. It's not possible to derive rights from an offer that reasonably could be understood as a mistake or an error.

#### **4. Subscription**

1. In order to use our platform, it's necessary for you to have a subscription. You can purchase this for a fixed amount per month. Furthermore, we also ask you to pay a fee per trade. You can get a subscription on our website.
2. Our subscriptions are on a monthly basis, unless a user violates the codes of conduct described in this document and/or other regulations and laws which are relevant in the situation, then the subscription can be terminated immediately. SCB can terminate any subscription when they see an violation as described in 8.2.
3. When a user has a subscription, he or she can immediately make use of it. With one subscription you receive one trading bot.
4. It's possible to automatically renew your subscription every month, you can also choose to manually perform this task. If you want to cancel your subscription, you have to stop the automated renewal function. Then your subscription will stop the following month.
5. It's not possible to withdraw the subscription once you have applied for it.

#### **5. Payment**

1. We expect that the user pays his subscription on a monthly basis. We make use of an external platform for this, it's called CoinPayments.
2. When someone doesn't make the payments in the time agreed upon, Smart Crypto Bot can make the decision to terminate the license.
3. The user can make use of the bot during the period he or she has already paid for.

#### **6. Fair use of our platform**

1. Only people who are older than 18 can make use of our platform
2. It's not permitted to use the platform in ways that are not in accordance to Dutch laws and regulations, such as taxation and financial regulations.
3. When you want to make use of the platform, there are certain rules you have to accept, these include: not providing any information to us that is incorrect, violates laws and regulations, or is unacceptable in regard to social standards. Furthermore, you will not, nor allow third parties, to perform one or more of the following actions:
  - a. Enter non-public areas of any of our services;
  - b. Send chain letters, spam, viruses, junk mail, worms, and unsolicited ads or offers;
  - c. Investigate our services, or violate authentication or security procedures;
  - d. Withdraw data from our platform with the help of an automated system;
  - e. Make copies of our services and distribute them;

- f. Try to misuse, harm, distribute, hack, translate, exchange, transfer, decompile, disassemble, reverse engineer, modify, alter, reproduce, merge, loan, sub-license, rent, copy, distribute or attempt to sell our services;
    - g. Make some form of derivative works.
  4. If a user violates any of these rules or causes harm to Smart Crypto Bot or its users, we can disable any functionality of the platform for a certain period of time or permanently.

## **7. Privacy**

We respect the privacy of our customers, and we pay attention to the EU General Data Protection Regulation. We do collect some information when you make use of our products, this is in accordance to all the applicable laws and regulations.

You can view our Privacy Policy here:

[https://smartcryptobot.com/files/Privacy\\_Policy-SCB.pdf](https://smartcryptobot.com/files/Privacy_Policy-SCB.pdf)

## **8. Intellectual property**

1. Smart Crypto Bot has exclusive rights with regard to all intellectual property that is associated with the services of this platform, this includes (but is not limited to): property rights and processes, know-how, domain names, licenses, trade secrets, copyrights, trade names, service marks, database rights, trademark applications, trademarks, patent applications and patents.
2. So long as a user of our platform behaves in accordance to our terms and conditions, he or she gets a non-transferable, non-exclusive and non-sublicensable license which can be used for our services. SCB can stop this license at any time, without warning, if a user violates the terms and conditions.

## **9. Availability of the services and disclaimer of warranties**

1. You can make use of our services on a desktop, tablet or a mobile device if it runs on iOS or Android. We use all reasonable efforts to try to make sure that our services are always available, and can be accessed. We cannot guarantee an error-free and uninterrupted experience because of the nature of our service.
2. We do not accept responsibility if, for whatever reason, our services are unavailable.
3. If SCB chooses, they are in their right to modify or update the platform. Of course, we shall try to keep downtime to a minimum. We are not responsible for any inconvenience caused by the maintenance of our platform.
4. We stress that, to the maximum extent possible by the applicable laws, we disclaim all warranties with regard to the availability of our platform and services. Our services are provided whenever it's possible, we don't give warranties of any kind.
5. Although we strive to give our users a great experience, we are not responsible for third parties who are involved with the Smart Crypto Bot. Third parties which are used by the user are also not our responsibility.
6. There is an agreement between the user and Smart Crypto Bot with regard to the limitations of liability when someone makes use of the services.

- a. SCB is not responsible for any losses the users have as a result of using our services unless it's because of willful misconduct or gross negligence;
  - b. Furthermore, SCB is not liable for damage that occurs due to wrong information the user provided while SCB was under the assumption that this was factual and true.
  - c. If SCB is liable then the amount will be limited to 1000 USD or 100 percent of the money that the user paid in the 6 months before, in order to use the bot. It is also possible that the insurance company of SCB pays. Which option we choose depends on whichever is the lowest.
7. SCB is not liable for damage that is the result of limited or no access to the platform, nor is it liable for damages that have something to do with the use of the platform or the content there. These include but are not limited to the following:
  - a. The unavailability of our services;
  - b. The use of any software or function on our platform;
  - c. Third-party claims in connection to our services;
  - d. Data that has been lost;
  - e. Links that are not working properly on our platform;
  - f. A lack of financial success for the user on our platform;
  
  - g. A situation where the users login credentials are stolen and others make use of these without the consent of the user;
  - h. Damage which is the result of the downloading and installation of our platform;
  - i. We are also not liable for damage that has something to do with third party (crypto) exchanges which our users make use of in combination with our platform.
  - j. Whenever we fail to meet our obligations described in these terms when they are beyond our control

#### **10. Helpdesk/customer support**

1. We have a customer support team where you can ask questions about the Smart Crypto Bot. We only provide you with information about the bot, we will not give financial advice.
2. We also don't give personal advice in regard to recommended or preferable settings.
3. We can upload tutorials which explain certain aspects of our services. These videos are of a general nature, and don't contain any personal or financial advice.
4. We will not help with external signals/ webhooks. Since these are third party related, SCB cannot provide assistance.

#### **11. Risks**

1. If you want to make use of our platform you have to be aware of the risks that are involved in trading crypto. The crypto market is very volatile, which means that there is a chance that you lose a lot or all of your investments.
2. You are aware that there may be risks associated with crypto trading that are not mentioned in these terms and conditions nor on the platform itself. You take full

responsibility for these risks, including possible interruptions and errors that may occur on our platform.

3. We will never give legal, tax or investment advice. We do not consider your personal circumstances. If you want such advice, we suggest you seek a professional who can help you.

## **12. Indemnification**

Users of the Smart Crypto Bot will indemnify and defend SCB from any liability of third-party claims which include:

1. Any damage that was caused by the user when he or she used SCB;
2. Not complying with our terms and conditions or any applicable legal requirement

## **13. Hyperlinks**

When a user enters another third-party website through a hyperlink on our platform, we are not responsible for the consequences. The links are not an endorsement by SCB for any of the content on these websites. We have not verified the accuracy of the information on these internet sites. Any risks associated with regard to these third-party sites are the responsibility of the user not SCB.

## **14. Miscellaneous**

1. SCB has the right to change the terms and conditions that are described in this document. We are not obliged to communicate these changes. However, when we decide to make big adjustments, we will tell our users this. When you make use of our platform you agree with the latest terms and conditions.
2. Whenever we, for whatever reason, don't apply some of the terms and conditions, this doesn't give users consent or permission to not uphold our rules and regulations at a later moment in time.
3. It is not permitted for users to transfer the terms in this document to third-parties.
4. Whenever a regulation in the terms and conditions is not applicable or we can't enforce them, this doesn't mean that the other provisions can't be enforced. If there are any invalid regulations, we shall replace them with a new one with a message that is close to the earlier provision.
5. All the terms and conditions in this document are in accordance to the law of the Netherlands.
6. Whenever there is a dispute with regard to SCB, the case shall be settled in a Dutch court, unless a friendly settlement can be arranged. Also, it could be the case that mandatory law compels a different solution.

## **15. Complaints, comments and suggestions**

Smart Crypto Bot tries to deliver an excellent customer experience which satisfies all of our users. If, however, you have any complaint, you can contact us. Please deliver your contract details and explain to us why you are complaining.

This document is under subject to change.

Last changed: 5-7-2022