

## Terms and conditions

### Article 1. Definitions: what do we mean by them?

In these terms and conditions, we use the following definitions:

1. Paucitas B.V. (hereinafter Paucitas) (we-form): that's us! In article 2 you will find more information about our company;
2. Counterparty (you form): that's you. Together we (perhaps) conclude an Agreement;
3. Consumer: you are considered a Consumer the moment you act on behalf of yourself, and therefore not on behalf of a profession or company;
4. Agreement: all agreements we make together regarding the provision of Services from us to you;
5. Parties; the Counterparty and Paucitas B.V. together;
6. Written/Writing: communication by email, paper, post or WhatsApp;
7. Third Party/Parties: other Parties that are not part of this Agreement;
8. Services: the Service that Paucitas provides to Counterparty, this includes, but is not limited to, offering safe, understandable and expert explanations regarding blockchain and cryptocurrencies. This in both personal guidance and lecturing.
9. Continuous Agreement: an Agreement where mutual performance is performed for the duration longer than a one-time performance.

### Article 2. Identity of Paucitas B.V.

This is who we are:	Paucitas B.V.
Street name and number:	Weesperstraat 107
Postal code and location:	1018 VN Amsterdam
Phone number:	020 244 5774
Chamber of Commerce number:	83489649

### Article 3. General Provisions

1. These terms and conditions apply to every offer and all (legal) acts\* of Paucitas and to every Agreement between us.  
\* Explanation: a legal act is an action you undertake, with the aim of bringing about a legal change. An example is paying for personal guidance.
2. We ensure that you can view our terms and conditions before entering into the Agreement. You can ask us at any time where you can find the terms and conditions online, or we can send you a printed version if you request it.
3. Unless we have expressly agreed otherwise in Writing in our Agreement, no other terms and conditions than these will apply. Therefore, any other terms and conditions will not apply.
4. Only if we have expressly agreed this together in Writing, may deviations or additions to these terms and conditions apply.
5. The agreements in these terms and conditions always apply. Even if we have not expressly requested them or if we may not have previously adhered to them to the letter. A permitted exception to this by us does not mean that we cannot still ask you to abide by these terms and conditions.
6. Can we not use a provision or several provisions of these terms and conditions, for example because a court in its ruling says it is unreasonable? Then this provision does

not apply. In that case we agree that we will consult together in order to have a new provision established, keeping the idea and content of the old provision in mind as much as possible, so that we can rely on it.

7. Of course, we always do our best to fully comply with the Agreement. Nevertheless, it can sometimes happen that (part of) the result is disappointing. This Agreement is therefore a 'best-efforts obligation' and not a result obligation. This means that we always promise to do our best, but make no (concrete) promises about the result.
8. To perform the Agreement, we may ask Third Parties (other parties) for help.

#### **Article 4. The offer**

1. Sometimes the offer of our Service is only valid for a short time. For example, when there are special offers or when the prices can fluctuate a lot. In addition, our offer may also be subject to certain conditions. If our offer has a certain duration or is subject to certain conditions, this is always clearly stated in our offer.
2. We describe our Service clearly, so you know exactly what you are buying. Do we use pictures? Then these are a good representation of the Services or digital content on offer. Is there an obvious mistake or error somewhere, for example in the amount? Then we are not obliged to adhere to that incorrect price.

#### **Article 5. The Agreement**

1. Do you respond to our offer and accept it, and do you meet any requirements we set? Then an Agreement arises between us.
2. If a provision of these terms and conditions or the Agreement is no longer valid, this does not mean that the terms and conditions as a whole are no longer valid. Only that one provision is then no longer valid. If this happens, we will consult together to make a new provision that replaces the invalid provision. We will try to match the scope of the invalid provision as closely as possible.
3. Do we have good reason to doubt whether you will be able to fulfill your side of the Agreement, for example the payment? Then we have the right not to fulfill our side of the Agreement and not to start the performance thereof. If we make this decision, we will inform you of this in Writing.
4. These terms and conditions also apply to any future, additional or follow-up assignments/ Agreements arising from this Agreement.
5. Our Services can never be qualified as investment or financial advice.

#### **Article 6. Obligations of the Other Party**

1. You are obliged to provide us with all necessary data that we need to fulfill the performance of our Services. As long as we have not received all the data and information we need, we may suspend performance. If we do so, we will not be liable for any damage or delay caused by our failure to comply with this obligation.
2. Should we deliver a lecture at a location chosen by you, we expect all customary provisions to be available. This includes, but is not limited to, sound equipment, presentation capabilities, and so forth.

#### **Article 7. Termination of the Agreement.**

1. The Agreement is entered into for an indefinite period, unless expressly agreed otherwise.

2. We are permitted to terminate an Agreement at any time subject to two months' notice. We are not bound to any form of damages and/or financial compensation as a result of an (interim) termination.
3. You may terminate the Agreement prematurely, subject to a notice period of at least two months.

#### **Article 8. Dissolution of the Agreement**

1. If you fail to fulfill one or more of your obligations, either not at all, not in a timely manner or not properly, if you are declared bankrupt, apply for (provisional) suspension of payments or deferral of payments, if your company is liquidated, or if (part of) your assets are seized, we have the right to postpone the execution of the Agreement or to terminate the Agreement with immediate effect. We can do the latter without having to give you prior notice, but by means of a Written statement. The choice of action we will take in that case is ours, and we also retain the right to claim compensation for costs, damages and interest from you, if any.
2. If the Agreement ends due to a force majeure situation, we are entitled to payment for the hours already worked and any investments already made.

#### **Article 9. Liability**

1. We strive to provide accurate and reliable explanations. However, we are not liable for any damage arising from or related to these explanations that are considered incorrect, incomplete, or otherwise deficient. You are always responsible for following the provided expert guidance and should also assess the applicability, accuracy, and completeness of the received guidance in your specific situation.
2. Is the resulting damage the result of intent or willful recklessness on our part? Then we are always liable for it.
3. Our total liability is limited to compensation for damages up to a maximum amount based on the number of hours worked multiplied by the agreed hourly rate (excluding VAT) at which the Agreement was entered into.
4. If there is a 'continuous agreement' that spans several months, our liability is limited to the amount calculated over the last 2 (two) months prior to the event causing the damage. This amount is based on the number of hours worked multiplied by the agreed hourly rate (excluding VAT) at which the Agreement was entered into.
5. You indemnify us against any claims from Third Parties that may arise in connection with the execution of the Agreement and who may suffer damage. In such cases, we are not liable for this damage, but you are.
6. If you wish to claim damages, you must report the damage to us as soon as possible after it occurs. If you do not do this within 12 (twelve) months after the damage occurred, your right to claim damages from us will expire.
7. We are not liable for damages caused by any auxiliary persons. You can also see this reflected in Article 6:76 of the Civil Code.
8. If we need data or information from you for the execution of the Agreement, and you have not provided us with such data or information, or have not done so completely, too late, or simply provided us with incorrect information and/or data, we will not be liable for any damage resulting from this. This, regardless of the nature of such damage.

### **Article 10. Force Majeure**

1. Sometimes things happen that are beyond our control. In legal terms, this means the situation of 'force majeure'. This can be found in article 6:75 of the Civil Code. You can think of, among other things:
  - defaults or bankruptcies of Third Parties;
  - (power) failures;
  - computer viruses;
  - extreme weather conditions;
  - fire (danger);
  - (imminent) danger of war;
  - pandemics;
  - epidemics;
  - quarantines;
  - absenteeism;
  - strikes;
  - disability;
  - governmental measures;
  - refusal of services from Third Parties;In those cases, therefore, we would want to perform, but are unable to do so due to an external cause and against our will. In those cases, therefore, under the law, you may no longer reasonably expect us to do so.
2. If a situation of force majeure occurs that prevents us from fulfilling our obligations, we may postpone (suspend) this obligation until we are able to do so again. If this force majeure situation has lasted for 30 (thirty) calendar days, then both of us may have the Agreement terminated In Writing in whole or in part. Unfortunately, in the event of force majeure, it is not possible to request compensation for your possible damages, even if we have enjoyed a certain advantage due to the force majeure situation.

### **Article 11. The Prizes**

1. All amounts quoted by us are in euros and exclusive of sales tax or other levies imposed by the government, unless we have agreed otherwise.
2. We may apply an inflation correction once a year, in accordance with the Consumer Price Index.
3. The agreed amounts are based on cost factors at the time of our offer. We therefore reserve the right, 3 (three) months after the conclusion of the Agreement, to pass on to you any changes in cost-determining factors over which we have no reasonable control, such as increases in excise duties and social security charges. We may do so up to a maximum of 20% of the original amount.
4. Have we prepared a composite quotation and you only wish to use part of it? Then we are not obliged to fulfill part of our Agreement against part of the corresponding amount.
5. Discounts and quoted amounts do not automatically apply to our future Agreements.

## **Article 12. Payment and billing**

1. You must pay the amounts owed by you within 14 (fourteen) days of the invoice date. This, unless we have agreed otherwise in the Agreement or any additional terms and conditions.
2. Have you provided or mentioned incorrect payment details? If so, you must inform us immediately so that we can correct it.
3. If you do not meet your payment obligation(s) on time, we will first point this out to you. You then get 7 (seven), or 14 (fourteen) if you are a Consumer, extra days to still pay. If you still have not paid, you are in default. You will then owe us the statutory (commercial) interest on top of the amount due. If we have incurred extrajudicial collection costs, we will also charge these to you.
4. If there is a (reasonable prospect of) bankruptcy, liquidation, suspension of payments or debt restructuring within the framework of the WSNP of you, our claims on you and your obligations to us are immediately due and payable. This means, for example, that we may claim payment from you immediately if this is the case.
5. Your payments to us are in the first place in settlement of all interest and costs due. Once that has been paid, your payments will be applied secondarily to the longest outstanding payable invoices. This applies regardless of whether you indicate, for example, that a payment relates to a later invoice.

## **Article 13. Complaints**

1. Have you filed a complaint with us? Then you must give us at least 4 (four) weeks to solve this complaint by mutual agreement.
2. A complaint does not suspend your payment obligation if you are acting in the course of your profession or business. Even if you have a complaint, you must comply with the payment terms applicable to you.

## **Article 14. Transfer**

1. Your rights and obligations under this Agreement cannot be transferred to another person without our Written consent. This provision applies as referred to in article 3:83 paragraph 2 of the Civil Code and thus has so-called 'property law effect'.

## **Article 15. Additional Work**

1. If, at our own or your request, with prior Written consent from you, we perform work that falls outside the scope of the original Agreement, you shall be responsible for the compensation thereof. This compensation will be based on the agreed rates, unless otherwise agreed upon in writing. However, you are never obligated to comply with such a request, and you can always request us to draft a separate Written Agreement for these additional tasks. That is not a problem!
2. You agree that work or performance as referred to above (additional work) may affect previously agreed objectives and expectations.
3. If we have agreed a fixed amount for our Services, we will always inform you in Writing in advance of the financial consequences of the additional work.

**Article 16. Intellectual property**

1. All intellectual property rights relating to and/or resulting from the Agreement performed by us are vested in us. You receive only the so-called non-exclusive and non-transferable rights of use granted in these terms and conditions and by law. Any other or further rights are not part of this.
2. The Services provided by us may not be shared or duplicated.
3. We have the right to use knowledge obtained in the execution of the Agreement for other purposes. Of course, we may only do this insofar as no confidential information of yours is shared with Third Parties.
4. If you give us permission, we may use your review or company name for reference on our website.
5. You ensure that we cannot be held liable by Third Parties in the area of intellectual property rights.
6. If you act in violation of this article, we have the right to claim damages from you.

**Article 17. Confidentiality**

1. You are obliged to keep all confidential information you receive from us secret. Information is confidential if we indicate so or if it can be logically deduced from the nature of the information.
2. If you violate the above provision, then we have the right to claim damages from you.

**Article 18. Settlement and suspension**

1. You have no right to suspension or set-off. These rights are expressly excluded.

**Article 19. Applicable law**

1. Only Dutch law applies to the Agreements we enter into together.
2. Do we have a conflict? Then we will solve it in the first instance by consulting together. If we still cannot resolve it, only a competent judge in the Amsterdam region may rule on it.

**Article 20. Survival**

1. After the termination of this Agreement, the provisions intended to remain in force are still valid.

**Article 21. Amendment or supplementation**

1. We may unilaterally amend and/or supplement these terms and conditions. If this is the case, we will inform you of the changes and/or additions.
2. We will let you know at least 30 (thirty) days before the new conditions take effect.
3. Does the change mean that we may perform differently than we have agreed together? Then of course you may refuse the conditions, or dissolve our Agreement if you are a Consumer.