

TERMS AND CONDITIONS

of Ronin Apps B.V., a private company with limited liability, registered on the Trade Register of the Chamber of Commerce under number 73014612.

1. DEFINITIONS

In these Terms and Conditions, the following terms are defined as stated below:

- 1.1. Terms and Conditions: the latest general terms and conditions of Ronin Apps B.V.;
- 1.2. Application: the application Ronin One developed by Ronin Apps B.V. to provide its Services;
- 1.3. Consumer: a natural person who is not acting in the exercise of a profession or business and engages in a distance contract with Ronin Apps B.V.;
- 1.4. Coin-swap: the mechanism that is used to relocate Cryptocurrency from one blockchain to another blockchain with a predetermined percentage;
- 1.5. Cryptocurrency: digital currencies, Bitcoin (BTC) and Ethereum (ETH);
- 1.6. Services: the service that is made available by Ronin Apps B.V. through its Application, focusing on saving, storing, and managing Cryptocurrency, Currency transactions and other services carried out by Ronin Apps B.V.;
- 1.7. Right of withdraw: the possibility for Consumers to withdraw from the distance contract within the reflection period in accordance with article 6:230o of the Dutch Civil Code;
- 1.8. Client account: the account that is created in the application by the Consumer for the purpose of the purchase and management of Cryptocurrency;
- 1.9. O.C.E.A.N.: the advanced platform of Ronin Apps B.V. that makes the connection possible between the world and blockchain technology for Consumers, banks and businesses;
- 1.10. Entrepreneur: a natural person or a legal entity whose products and/or services are offered to Consumers at a distance;
- 1.11. Distance contract: a contract whereby a long-distance sales system organized by the entrepreneur for the purpose of selling products and/or services, up to and including the conclusion of the contract whereby one or more techniques for distance communications are exclusively used;
- 1.12. Ronin: Ronin Apps B.V. is a private company with limited liability, registered on the Trade Register of the Chamber of Commerce under number 73104612, its affiliated entities and/or further appointed third parties;
- 1.13. Parties: Ronin Apps B.V. and Consumer combined;
- 1.14. Currency transaction: the (digital) purchase and/or sell of Cryptocurrency;

2. APPLICATION OF THE TERMS AND CONDITIONS

- 2.1. The Terms and Conditions apply to all distance contracts concluded between Ronin Apps B.V. (hereafter: Ronin) and the Consumer.
- 2.2. Amendments and deviations from the Terms and Conditions are only binding if and insofar expressly agreed in writing and insofar Ronin is represented by an official authorized in accordance with the articles of association. Such a deviation has no binding effect on other contracts/legal acts between Ronin and the Consumer.

2.3. The Consumer agrees to the applicability of the Terms and Conditions to subsequent contracts/legal acts between the Consumer and Ronin. In that case, the Consumer agrees that the Terms and Conditions will not be provided once more.

2.4. In the event of one or more of the provisions of these general Terms and Conditions proven to be invalid or void, the other provisions will remain fully in force.

2.5. Ronin reserves the right to unilaterally amend the content of the general Terms and Conditions on its own initiative. The amended version is applicable as soon as Ronin has notified the Consumer via electronic means and the Consumer has not responded to the applicability within thirty (30) days after notification. In case of subsequent concluded contracts and in case where more than one version could be deemed applicable, the latest version of the general Terms and Conditions will be applied.

2.6. Everything that is not specified in the Terms and Conditions, the content of the contract will be determined by the offer, by accepting the offer by the Consumer or by accepting the offer by Ronin, insofar the events have expressly occurred and insofar they are not incompatible with one another.

2.7. The section headings in the Terms and Conditions have the sole purpose of clarification and have no relations to the meaning or interpretations of any provisions in the Terms and Conditions.

2.8. The Terms and Conditions are available in English and Dutch. In the case these differ or can be interpreted differently, the Dutch terms and conditions are decisive.

2.9. In case the contract between the parties shall be terminated, regardless of the cause thereof, the provisions of these general Terms and Conditions shall remain in force by their nature or their content, such to include but not limited to the provisions regarding termination, cancellation, confidentiality, debts to Ronin, general use of the Application, disputes with Ronin, and general provisions, shall also remain in force after termination.

3. CONCLUSION AND AMENDMENT OF THE CONTRACT

3.1. Subject to the provisions of article 4, a contract between the Parties shall come into effect as soon as the Consumer downloads and/or uses the Application, or as soon as the Consumer creates and/or use a Client account, or as soon as the Consumer uses the services made available by Ronin, or in case Ronin executes an implementing act following an order issued by the Consumer and the Consumer has not responded the same day to the execution.

3.2. Amendments in a contract between parties only have binding effect on Ronin if and insofar expressly agreed in writing and insofar Ronin is represented by an official authorized in accordance with the articles of association. A such deviation has no binding effect on other contracts/legal acts between Ronin and the Consumer.

4. CLIENT ACCOUNT

4.1. Before the Consumer can use the provided services, he has to register with Ronin by means of creating a Client account, where the Consumer in any case, but not exclusively shall provide his name, email address and telephone number, as well as for which he expressly agrees to the Terms and Conditions and the privacy policy. Ronin shall also use this information to notify or warn the Consumer if relevant in its opinion. The Consumer shall also provide a personal username and password that he has created, which shall grant him access to his Client account.



4.2. Ronin can deny to open a Client account for a Consumer, limit the number of accounts per Consumer, and/or deny the Consumer access to the provided Services, at any time and on its own judgement.

4.3. The Consumer can only use his Client account and the Services, if he has the appropriate necessary equipment, including but not limited to a smartphone or tablet, as well as internet access through, for example but not limited to, a telecommunications service subscription.

4.4. The Consumer is obliged and therefore responsible for updating and completing his information regarding his Client account, including but not limited to his email address and telephone number.

4.5. Criminal acts and economic offenses such as money laundering and trading Cryptocurrency originating from an illegitimate source are prohibited. In this regard, Ronin is entitled to monitor and log all activities concerning the use of the Client account and Services, as well as the Currency transactions and other transactional behavior of the Consumer. Ronin is in the given circumstances entitled to take necessary and appropriate measures based on its own assessment concerning activities of the Consumer that deviate from normal activities or (currency) transactions. In case the Consumer violates the law and/or regulations, Ronin is entitled to inform the authorities immediately, as well as providing the authorities with data, documents and/or information of the Consumer, without Ronin being required to inform the Consumer.

5. VERIFICATION AND IDENTIFICATION

5.1. It is not possible to use the Services anonymously. Ronin operates a 'Know Your Customer Policy' for each Consumer. Before Ronin can open a Client account for a Consumer and before the Consumer can use our Services, the Consumer is obliged to go through and complete certain verification and identification procedures. The Consumer is therefore obliged to provide all data, documents and information which Ronin deems necessary regarding verification and identification of the Consumer, as well as detecting money laundering, terrorism financing, fraud or other financial crimes, in the required form and in the required manner. The Consumer is obliged to provide at request of Ronin in any case, but not exclusively his name, address, telephone number, email address, date of birth, identification number of the Consumer, government identification number and information regarding the bank account of the Consumer.

5.2. All amounts due by the Consumer to Ronin with regard to a Currency transaction, must be paid by the Consumer in advance to Ronin in accordance with article 12. The Cryptocurrency will only be made available to the Consumer, if and insofar the due amounts are received by Ronin.

5.3. In the context of verification and identification procedure, Ronin, or through third parties, is entitled to carry out (or commission) investigations and use public information, which are in its opinion relevant and necessary to verify the identity of a Consumer and/or to detect and prevent money laundering, terrorism financing, fraud or other financial crimes. Ronin, or through third parties, is also entitled to carry out necessary actions following the investigations. In this context, Ronin is entitled to provide data, documents and/or information from the Consumer to third parties specialized in credit reference, fraud prevention, counter-terrorism and/or (financial) crimes.



5.4. The Consumer is obliged to inform Ronin immediately regarding facts and circumstances in context of verification and identification of the Consumer, as well as detecting money laundering, terrorism financing, fraud or other relevant financial crimes.

5.5. The Consumer is responsible for the correctness, completeness and reliability of the data, documents and information provided to Ronin, including data, documents and information originating from third parties.

5.6. The Consumer is obliged to inform Ronin immediately regarding amendments, deviations, inaccuracies, and incompleteness in the already provided data, documents, and information, both before concluding a contract as well as during the term of a contract. Ronin shall, if necessary considering the nature of the amendments, deviations, inaccuracies and/or incompleteness, go through the verification and identification procedure of the Consumer once more.

5.7. Ronin reserves the right to (repeatedly) suspend, or cancel, or deny a Currency transaction until the verification and identification procedure has been successfully and fully gone through and completed (again) by the Consumer.

6. PURCHASING AND SELLING

6.1. The services include such as the possibility for the Consumer to purchase Cryptocurrency from Ronin by means of a Currency transaction, but only and insofar Ronin has the correct and a sufficient amount of Cryptocurrency. If Ronin does not have the correct and/or a sufficient amount of Cryptocurrency at the moment of a Currency transaction, Ronin cannot be held liable in any way.

6.2. Ronin shall exercise all due care with each Currency transaction.

6.3. Each Currency transaction will be processed by Ronin in accordance with the instructions, data, and information that they have received from the Consumer. The Consumer is obliged to provide the required (to the view of Ronin) instructions, data, and information timely, complete, and accurate to Ronin. The Consumer is responsible for the accuracy, completeness, and reliability of the instructions, data, and information provided to Ronin.

6.4. Each Currency transaction is excluded from the right of withdraw, since the price of the relevant products or services depend on the fluctuations in the financial market outside Ronin's control and which may occur within the withdrawal period. Currency transactions can therefore not be reversed, canceled and/or modified, once the order is or has been placed.

6.5. Ronin is at all times entitled to deny or cancel a Currency transaction, if, to the judgement of Ronin, there is a reason according to the applicable laws and regulations. If Ronin denies or cancels a Currency transaction, or somehow otherwise not possible, the Consumer shall be informed accordingly. If the Currency transaction cannot be processed for any other reason, Ronin shall request the Consumer to submit his order for the Currency transaction once more at the applicable exchange rate at that time.

6.6. Each Currency transaction can only be executed for Cryptocurrency supported by Ronin, which may change from time to time.

6.7. Ronin is entitled to maximize or limit the number of Currency transactions per Consumer per day. The transaction limit can be found on his Client Account. Ronin is at all times entitled to increase or lower the transaction limit of a Consumer.

6.8. Both purchasing history and transaction history are shown in the Client Account of the Consumer.



7. STORAGE

7.1. The Services include the possibility for the Consumer to receive the purchased (at Ronin) Cryptocurrency, to store and to manage in the Client Account.

7.2. A Currency transaction is not completed as long as the transaction is being processed by Ronin. The purchased Cryptocurrency are not visible in the Client Account and cannot be utilized by the Consumer as long as the Currency transaction is being processed. Ronin is entitled to process the approved and completed Currency transaction into the Client Account of the Consumer.

7.3. The Services offered through the Client Account in accordance with article 7.1, can only be used for Cryptocurrency supported by Ronin. Under no circumstances is the Consumer allowed to use the Client Account to receive, store, manage or any other ways for Cryptocurrency not supported by Ronin. In case the Consumer, in spite of this article, uses the Client Account for Cryptocurrency not supported by Ronin, then Ronin cannot be held liable in any way.

7.4. Unless specifically otherwise indicated by Ronin, Ronin does not support metacoins, colored coins, side chains or other derivative, enhanced or forked protocols, tokens or coins which are an addition to or an interaction with the Cryptocurrency supported by Ronin. The Consumer is thereof not allowed to use the Client Account in a way related to one of the aforementioned protocols. In case the Consumer, in spite of this article, uses the Client Account in a way related to one of the aforementioned protocols, then Ronin cannot be held liable in any way.

7.5. The Cryptocurrency are offered by Ronin through O.C.E.A.N. and can be stored offline.



8. OBLIGATIONS OF THE CONSUMER

8.1. If the following cumulative conditions are met, the Consumer will be able to use the Services:

- a. In accordance with article 5, the Consumer has gone through Ronin's verification and identification procedure successfully and complies with the 'Know-Your-Customer' terms;
- b. The Consumer is a natural person;
- c. The Consumer has reached the age of eighteen (18) years;
- d. The Consumer is residing within the EU/EER.

8.2. The Consumer is not permitted to create, to keep and/or to manage more than one Client Account.

8.3. The Consumer is not permitted to transfer or encumber his Client Account, rights and/or obligations under contract with Ronin, unless Ronin has given expressly written permission to that effect.

8.4. The Consumer is obliged to refrain from engaging in criminal acts and economic crimes, such as money laundering and trading in Cryptocurrency originating from illegitimate sources.

8.5. The Consumer is obliged to determine for himself whether, and to what extent, government taxes and/or levies are applied to a Currency transaction he has executed through Ronin, as well as withholding such taxes and/or levies, collecting, reporting, and submitting to the competent authorities.

8.6. The use of the Application, Services, (trading in) Cryptocurrency and Currency transaction is at the risk of the Consumer. The Consumer is obliged to ensure that his knowledge of the risks associated with the Application, Services, (trading in) Cryptocurrency and currency transactions, such as possible losses as a result of trading in or holding onto Cryptocurrency. The Services, (trading in) Cryptocurrency and Currency transactions are presently not regulated by the Netherlands Authorities for Financial Markets or any other supervisory body or competent authority.

8.7. The Consumer is obliged to ensure that he shall deemed to be aware of the applicable laws and regulations on Cryptocurrency and Currency transactions in his country of residence.

9. CONFIDENTIALITY

9.1. All confidential information that the Consumer obtains about Ronin and its Services, as well as the information that the Consumer obtains about third-party users, he must keep confidential and only use in connection with the Services.

9.2. The Consumer is not authorized to disclose information of a third-party user or to provide it to a third party, unless this is reasonably necessary to perform a Currency Transaction and other reasonably related functions.

10. SECURITY

10.1. The Consumer is fully responsible for keeping his electronic equipment safe and working on which he has downloaded or used the Application or with which he makes use of the Services. The Consumer is obliged to adequately secure his equipment by, among other things, not exclusively using reliable and easy antivirus software, as well as periodically checking his equipment. In addition, the Consumer must ensure that his equipment is protected with a password.

10.2. The Consumer is obliged to carefully choose his / her username and password, keep it confidential, not to share it and keep it safe. In addition, the Consumer is advised to periodically change his password.

10.3.. The Consumer must take reasonable steps to prevent loss, theft or misuse of the equipment referred to in Article 10.1 as well as his personal username and password. The Consumer is aware of the risk associated with the loss, theft or misuse of the equipment or his user name and / or password, including but not limited to the risk that a third party may (unlawfully) gain access to the Client account of the Consumer.

10.4. If the Consumer suspects that his Client account and / or his username and / or password are used by a third party, are misused and / or affected, he must inform Ronin of this suspicion in writing as soon as possible.

11. COSTS AND PRICES

11.1. All costs and prices stated by Ronin or agreed between parties, and all statements in this regard shall always be without engagement and may always be altered. The foregoing has the consequence that costs and prices per currency transaction can vary considerably.

11.2. All costs and prices stated by Ronin or agreed between parties are denominated in Euros or Cryptocurrency and therefore have to be paid in Euros or Cryptocurrency by the Consumer to Ronin.

11.3. Each Currency transaction takes place in accordance with the exchange rate set and stated by Ronin. The exchange rate includes purchase and/or sell price of the relevant Cryptocurrency denominated in Euros or vice versa. The exchange rate of the purchase price may vary from the exchange rate of the sell price. The exchange rate includes the prices of the Cryptocurrency, excluding possible fees. If the Consumer executes a Currency transaction, in doing so he agrees with the exchange rate Ronin applies at that moment. The exchange rate depends on the market value and may vary considerably per Currency transaction. The exchange rate can be viewed by the Consumer via the Application.

11.4. All costs and prices stated by Ronin or agreed between parties include VAT and exclude levies imposed by authorities, insurances, transaction fees and other dues and costs.

11.5. The costs and prices charged to the Consumer depend on several factors. The costs and prices Ronin charges to the Consumer, shall be timely communicated by making these available via the Application.

11.6. Ronin charges custodial and transaction fees to the Consumer, unless the parties have other agreements in writing. The amount of those fees shall be presented in a variable percentage, which depends on supply and demand, and the activities the Consumer executes within O.C.E.A.N.

12. PAYMENT

12.1. With each Currency transaction the Consumer has to pay the prices, costs and other amounts due in advance to Ronin by payment through iDeal. The accessibility of the respective payment method depends on a number of factors, such as the location of the Consumer and the banking service the Consumer chooses. Therefore, Ronin cannot guarantee the proper functioning of the payment method and cannot be held liable in any way concerning any damage linked with the payment method.

12.2. If, for any reason, the amounts due by the Consumer are not paid in advance to Ronin by payment through iDeal or not received by Ronin, the Consumer shall still make the payment as soon as possible, but within 24 hours after the invoice date at the latest.

12.3. If the Consumer has not paid within the prescribed term in accordance with articles 12.1 and 12.2, he is in default by operation of law without any further notice of default being required. From that moment, Ronin is entitled to a compensation of 2% interest per month or part of it, unless the legal interest is higher, in which case the highest interest applies.

12.4. Complaints about the prices and costs charged to the Consumer, must be submitted in writing to Ronin within fourteen (14) days after the amounts in question are paid to Ronin by the Consumer or after the invoice date, on penalty of the loss of rights.

12.5. If the Consumer is in default or in breach of (timely) performance of his (payment) obligations, all reasonable costs incurred in obtaining extrajudicial payment are at the expense of the Consumer. In any case, in the face of a financial claim the Consumer is due to collection costs. The charged collection costs have a rate in accordance with Dutch Extrajudicial Collection Costs Regulation Decree, of which the minimum amount is € 40,-- (excluding BTW). Any reasonably incurred judicial and enforcement costs shall likewise be for the account of the Consumer.

12.6. Payments made by the Consumer are to cover all due interests and costs first, and in the second instance from all due invoices the longest overdue, even if the Consumer states that the payment relates to a later invoice.

12.7. Ronin is at all times entitled to require (property) collateral to ensure fulfillment of the Consumer's (payment) obligations arising from the contract.

12.8. The full claim for payment is due immediately if:

- a. a payment term has been exceeded;
- b. the Consumer requests moratorium or is admitted to debt restructuring;
- c. properties or receivables of the Consumer are seized;
- d. the Consumer is placed under guardianship or dies.

13. LIABILITY

13.1. Except in the case of willful misconduct or gross negligence on the part of Ronin, Ronin is only liable to the Consumer for the loss sustained directly from an attributable failing and/or unlawful act or failure to act on the part of Ronin. By 'direct loss' shall exclusively be understood (i) loss of property (ii) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to the direct loss within the meaning of this article, (iii) possible reasonable and demonstrable costs incurred to bring the faulty performance of Ronin into compliance with the contract, insofar as the costs can be attributed to Ronin, and (iv) reasonable and demonstrable costs incurred by the Consumer to prevent or limit the direct loss, insofar as the Consumer can demonstrate that the costs have led to limiting the direct loss within the meaning of this article.

13.2 Ronin's liability shall at all times be limited to:

- a. the direct loss. Ronin can never be held liable to compensate any indirect loss. By 'indirect loss' shall be understood: all losses that are not direct loss, in any case, but not exclusively, consequential loss, loss of income or possibilities, loss of profit and loss as a result of business stagnation;

b. a sum equivalent to the market values of the Cryptocurrency as logged in the Client Account of the Consumer or the relevant Currency transaction, up to a maximum of EUR 1.000,--;

c. the amount of the insurance payment in the case in question.

13.3. Except in the case of willful misconduct or gross negligence on the part of Ronin, Ronin can never be held liable for any loss of any nature, caused by:

a. any loss of (anticipated) profit or income, including any loss of anticipated trading profit and/or any actual or hypothetical trading losses;

b. any loss of or damage to the reputation or goodwill of the Consumer;

c. Any loss of goods, properties, funds, opportunities, customers or contracts of the Consumer;

d. any loss of or wastage of overheads, management or staff time of the Consumer;

e. any use of hardware, software or (corruption of) data, including but not limited to possible losses arising from any inaccuracy, defect or omission of digital price or cost data;

f. the incorrect use of the Application, the Client Account, the username and/or password or services offered by Ronin by the Consumer;

g. usage of electronic equipment and (public) networks;

h. apparent printing, writing or typographical errors;

i. loss and/or theft of electronic equipment used by the Consumer to make use of the services or username and/or password of the Consumer;

j. the loss of username and/or password of the Consumer in any way;

k. computer viruses, spyware, scareware, trojan horses, worms, and other malware or any other security breaches which may have effects on the electronic equipment the Consumer uses to make use of the services;

l. a malfunction or temporary unavailability of the payment method offered by Ronin, Ronin's website, Application, Client Account, Services or other services offered by Ronin;

m. the Cryptocurrency requested by the Consumer are temporarily unavailable;

n. the Consumer abuses the Application, Client Account, Cryptocurrency or Services, and/or uses the aforementioned in a way contradicting with the applicable laws and/or regulations;

o. misunderstandings, mutilations, delays or improper transmissions of currency transactions, orders and announcements as a result of the use of internet or any other (electronic) means of communication;

p. third parties are brought in on the request or with permission of the Consumer in the performance of the contract;

q. insufficient or inadequate knowledge of the Consumer about the risks associated with the use of the Application, Services, (trading in) Cryptocurrency and the Currency transactions;

r. the Consumer engages in criminal acts and economic crimes such as money laundering and trading in Cryptocurrency originating from illegitimate sources;

s. Ronin breaches the contract concluded between parties due to force majeure in accordance with article 15;

t. incorrect, incomplete and/or unreliable data, documents and information provided by or on behalf of the Consumer and used by Ronin.

13.4. The services will be provided in proportion to availability without any form of warranties. Ronin disclaims any form of warranties regarding the value, title, merchantability, transferability or fitness for a particular purpose pursued by the Consumer.

13.5. The Consumer indemnifies Ronin from all liabilities regarding third parties, costs of legal assistance, including those in connection with or arising out of the contract concluded between parties, except in case of intentional act or deliberate recklessness on the part of Ronin.

13.6. Ronin cannot be held liable for supply, quality, safety, legality or any other aspect regarding goods and services the Consumer purchases from or sell to any other party other than Ronin. If the Consumer encounters a problem concerning goods or Services purchased from or sold to any other party other than Ronin, in that case the Consumer shall bring the matter directly to that party.

13.7. Ronin is the owner of the software. The protocols of the underlying software are standards, which can be used, copied, edited and traded by anyone. Ronin cannot guarantee the functioning of such protocols and cannot be held liable for any damage arising from those protocols.

13.8. The Consumer shall compensate Ronin for all damage and costs arising from or associated with a breach of contract (terms and conditions) concluded between parties caused by the Consumer, an unlawful act by the Consumer to Ronin or any other claims Ronin has against the Consumer based on the applicable laws and regulations.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. Ronin grants the Consumer a limited, non-exclusive, non-transferable license, to access and use the Application, the Client Account, the Services and related content, materials and information exclusively in accordance with these general Terms and Conditions and the permitted laws and / or regulations in this respect. Any other use of the Application, the Customer Account, the Services and related content, materials and information are expressly prohibited. This license will automatically terminate if Ronin suspends or terminates access to the Services.

14.2. Ronin is the owner (or the licensee) of all copyrights and intellectual property rights in Ronin, the Application and the Services and the material published on it. The Consumer is explicitly not permitted to multiply, publish or exploit these products in any other way than as stipulated in article 14.1.

14.3. The Consumer is not permitted to use any intellectual property rights of Ronin without prior permission from Ronin. The Consumer is not permitted to use any data generated at or via Ronin, the Application or the Services without obtaining a licence to do so from Ronin.

14.4. The Consumer shall immediately inform Ronin of any infringement or improper use of the intellectual property rights accruing to Ronin.

15. FORCE MAJEURE

15.1. Ronin is entitled to suspend the execution of its obligations arising from the agreement between the Parties for the duration of a force majeure situation, without being obliged to pay any compensation to the Consumer.

15.2. Force majeure means circumstances that prevent the performance of the agreement temporarily or permanently, and which cannot be attributed to Ronin. This includes, but is not limited to: war, strike, riot, crime, government measures, an act of God (hurricane, flood, earthquake, volcanic eruption, etc.), illness of Ronin staff, malfunctions in the computer network and other serious disruptions in Ronin.

16. SUSPENSION, DISSOLUTION AND TERMINATION

16.1. Ronin is authorized, without further notice of default being required and to pay any compensation, to dissolve the agreement with the Consumer in whole or in part or to suspend or limit the fulfillment of its obligations and Services if:

- a. the Consumer does not, not timely or not completely fulfill his obligations arising from the agreement with Ronin;
- b. Ronin suspects that the Consumer uses Services in a fraudulent or unauthorized manner;
- c. Ronin has a suspicion of money laundering, terrorist financing, fraud or other financial crime;
- d. the Consumer should go into a moratorium of payments or has been admitted to a debt restructuring;
- e. the Consumers principal's assets or claims are seized;
- f. the Consumer is placed under legal restraint or dies.

16.2. If Ronin refuses to complete or cancel a Currency Transaction, refuses to open a Customer Account, close the Client Account or terminate or refuse the use of the Services in any other way, the Consumer will be informed by Ronin. Ronin also mentions the procedure that must be followed by the Consumer with respect to factual errors that led to the refusal, closure, cancellation or termination in question.

16.3. If Ronin proceeds to suspension or if a suspension has taken place in accordance with the provisions of Article 16.1, Ronin it is not obliged to resume a Currency Transaction in accordance with the previously stated and / or agreed prices and costs.

16.4. If the agreement is dissolved, the claims of Ronin on the Consumer are immediately due and payable in full. Ronin is never liable for any legal (trade) interest or (extrajudicial) collection costs.

16.5. If Ronin proceeds to close the Customer account and (further) refuse of its Services, the Consumer - only if and to the extent allowed under the applicable laws and / or regulations - will be able to use the Customer Account and Services for ninety (90) days afterwards.

16.6. The Consumer is at all times entitled to remove its Client account and the Application and to cease any use thereof, but only if and insofar as the Consumer has fulfilled all its obligations towards Ronin.

17. COMPLAINTS

17.1. Any complaints about the Application, Services or otherwise arising from the agreement with Ronin must be reported to Ronin in writing and with precise details of the complaint within two (2) months after the relevant fact has occurred. Ronin is not held to consider a complaint submitted after this term.

17.2. Submitting a complaint does not remove the obligations of the Consumer, nor does the Consumer have the right to suspend its obligations.

17.3. Ronin must be enabled to investigate the complaint. In case of unjustified complaints, Ronin is entitled to charge all reasonable costs of the investigation to the Consumer.

17.4. Before submitting a dispute to the competent court it is preferable to go through the present complaint procedure.



18. LAWS AND REGULATIONS

18.1. The Application and Services are subject to international export controls and sanction legislation and requirements. The Consumer is deemed to be aware of and agreed with these requirements if and when he enters into the conclusion of an agreement with Ronin, including expressly but not exclusively the downloading and / or use of the Application and / or the use of the Services.

18.2. Provided that Ronin has Cryptocurrency of a Consumer, but the Consumer has not made use of the Client account, the Cryptocurrency and the Services and Ronin is not able to contact the Consumer for a number of years and the Consumer concerned has not reported that these Cryptocurrency belong to him, applicable laws or regulations may oblige Ronin to report the Cryptocurrency as unclaimed property. Ronin reserves the right to deduct a rest surcharge or other administrative costs from such unclaimed Cryptocurrency.

19. PRIVACY

19.1. Information that Ronin requests from you will be collected, used, stored and deleted in accordance with the Dutch Algemene Verordening Gegevensbescherming (AVG) the Dutch General Data Protection Regulation (GDPR) as well as other applicable laws and / or regulations. For more information, see the Privacy Statement.

19.2. Ronin will comply with substantiated requests of authorities to provide user information.

20. APPLICABLE LAW

20.1. These Terms are governed by Dutch law.

20.2. Any claims or disputes between Ronin and the Consumer will be settled by the Court of The Hague, location The Hague, Ronin is always entitled to submit a dispute to the court of the jurisdiction where the Consumer resides.

20.3. The terms and conditions are available in both English and Dutch. In the case these differ or can be interpreted differently, the Dutch terms and conditions are decisive.