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**Article 1. Definitions**

1.1. In these general terms and conditions, capitalised terms shall have the meanings as defined below, unless the context unmistakably indicates otherwise.

**Account:** a user account created by or for a User on the Application, enabling access to the Application's functionality including the ability to connect one or more Exchange Accounts via APIs;

**Agreement:** all agreements concluded between CCT Software and a User regarding access to and use of the Application and/or Services, including any order form, subscription, appendices and these general terms and conditions;

**API:** an application programming interface made available by a Third-Party Exchange enabling technical communication between the platform and the systems of such Third-Party Exchange;

**Article:** an article of these general terms and conditions;

**CCT Software:** CCT Software B.V. is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its statutory seat in Enschede, the Netherlands, with the Dutch Chamber of Commerce number 98866826;

**Exchange Account:** an account held by a User with a Third-Party Exchange, independently opened and maintained by the User under the terms and conditions of that Third-Party Exchange;

**GDPR:** the General Data Protection Regulation (EU) 2016/679;

**Application:** the CCT Software platform through which a User may technically connect one or more Exchange Accounts via APIs and view, manage and submit trading instructions through a single interface;

**Services:** the services provided by CCT Software under the Agreement and consisting exclusively of making the Application available, facilitating API connections and providing related technical and support services, and expressly excluding the execution of trades, custody of assets or any investment services;

**Third-Party Exchange:** any third-party cryptocurrency exchange, broker or trading platform with whom the User maintains an independent contractual relationship;

**Trade / Transaction:** any order, transaction or trade submitted by a User to a Third-Party Exchange, whether initiated through the Application or otherwise, which is executed exclusively by the Third-Party Exchange and not by CCT Software;

**User:** any natural person or legal entity that enters into the Agreement with CCT Software and/or accesses or uses the Application. The User must be at least eighteen (18) years of age and have the legal capacity to enter into the Agreement.

**Written/In Writing** means communication in writing, including by e-mail, via the Application or via the website [www.cctrader.app](http://www.cctrader.app).

- 1.2. Nouns, pronouns and verbs in the singular shall in these general terms and conditions be deemed to include the plural as well, and vice versa, always to the extent required by the context.
- 1.3. Words such as 'including', 'comprising', 'among other things' and 'inter alia' are used in these general terms and conditions to indicate that the enumeration to which they refer is not exhaustive.
- 1.4. The headings in these terms and conditions are inserted for readability only and are expressly not intended to affect the interpretation of these general terms and conditions.
- 1.5. The definitions set out in this Article 1 form an integral part of the Agreement and apply to these general terms and conditions, the Agreement and any related documents, unless explicitly stated otherwise.

## **Article 2. General**

- 2.1. These general terms and conditions apply to all legal relationships between CCT Software and the User. This includes, without limitation, all registrations, subscriptions, Agreements and any access to or use of the Application and/or Services.
- 2.2. These general terms and conditions form an integral part of every Agreement between CCT Software and the User. By creating an Account, subscribing, accessing or using the Application, the User confirms having taken note of and agreeing to be bound by these general terms and conditions.
- 2.3. CCT Software is entitled to unilaterally amend these general terms and conditions. CCT Software shall notify the User in Writing of any such amendment and indicate the effective date thereof. The User shall be deemed to have accepted the amendment as of the effective date, unless the User submits Written objections within seven (7) days after notification. Continued use of the Application after that date constitutes acceptance of the amended terms. If the User qualifies as a natural person and an amendment materially affects the User's rights or obligations, the User may terminate the Agreement with effect from the date the amendment enters into force.
- 2.4. Deviations from or amendments and/or additions to these general terms and conditions or the Agreements shall only apply if expressly agreed in Writing by CCT Software and shall only apply to the specific Agreement for which they have been agreed.
- 2.5. In the event of any conflict or inconsistency between the Agreement and these general terms and conditions, the provisions of the Agreement shall prevail.
- 2.6. Any general terms and conditions of the User or any third party are explicitly rejected by CCT Software and shall not apply to the Agreement, unless expressly accepted in Writing by CCT Software.
- 2.7. The version of these general terms and conditions applicable is the version stated or made available at the time the Agreement is concluded (or, for a Subscription renewal, at the time of renewal).
- 2.8. If these general terms and conditions have also been drawn up in a language other than Dutch, any (legal) terms used will be interpreted in accordance with their interpretation in the Dutch language.

## **Article 3. Formation of the Agreement**

- 3.1. Agreements, offers, subscriptions, order confirmations and any other arrangements between CCT Software and the User contain an exhaustive description of the scope of the Application, the Services and any applicable subscription plan. Any services, configurations or activities falling outside that scope shall only be provided if expressly agreed In Writing.
- 3.2. All offers, quotations and price indications made by CCT Software are without obligation, unless explicitly stated otherwise in Writing. If an offer is expressly stated to be binding, it shall expire thirty (30) days after the offer date. An offer constitutes an indivisible whole and cannot be accepted in part.

- 3.3. CCT Software is entitled to discontinue negotiations or other pre-contractual communications at any time, without stating reasons and without liability for any resulting damages, to the extent permitted under mandatory law. CCT Software shall not be bound by an offer, quotation or confirmation if the User reasonably should have understood that it contained an obvious mistake, clerical error or technical error.
- 3.4. Unless expressly agreed otherwise in a subscription plan, order form or other arrangement In Writing, the Agreement between CCT Software and the User enters into force at the moment the User, after creating an Account and logging into the Application for the first time, actively accepts the then-applicable Terms and Conditions by ticking the designated confirmation box. Use of the Application is not possible without such acceptance. The Agreement is entered into for the duration and on the conditions of the applicable subscription plan (including any free or trial period) and, where no specific term is agreed, for an indefinite period of time.
- 3.5. CCT Software reserves the right to refuse to enter into an Agreement, to refuse a requested subscription, configuration or use case, or to impose reasonable conditions thereon, if, in CCT Software's reasonable opinion, such Agreement, configuration or use case conflicts with applicable law or regulations, poses security, integrity or compliance risks, exceeds technical limitations of the Application, or conflicts with CCT Software's internal business, risk or compliance policies.
- 3.6. The User shall timely provide CCT Software with all information and cooperation reasonably necessary for the correct and timely performance of the Agreement. The User guarantees the correctness, completeness and reliability of the information provided, even if such information originates from third parties. If the required information is not provided timely or correctly, or if the User otherwise fails to comply with its obligations, CCT Software is entitled to suspend performance of the Agreement and to charge the resulting costs in accordance with its usual rates.

#### **Article 4. The Application and role of CCT Software**

- 4.1. CCT Software acts solely as a provider of technical software and related services. The Application functions as a technological interface that enables Users to connect their own accounts held with Third-Party Exchanges and to view, manage and submit trading instructions to those exchanges via APIs.
- 4.2. CCT Software is not a cryptocurrency exchange, broker, dealer, trading venue, intermediary or custodian. The Application enables the User to submit and manage trading instructions to Third-Party Exchanges via APIs, however, all Trades and Transactions are executed, cleared and settled exclusively by the relevant Third-Party Exchange. CCT Software does not act as counterparty to any Trade or Transaction and does not hold, control or safeguard crypto-assets, fiat funds, private keys or other assets of the User.
- 4.3. All Trades and Transactions are executed exclusively by Third-Party Exchanges under their own terms and conditions. All rights, obligations, liabilities, fees and risks arising therefrom exist solely between the User and the relevant Third-Party Exchange. Exchange Accounts are opened, maintained and governed exclusively by such Third-Party Exchanges, and API access is granted by the User at its own risk.
- 4.4. CCT Software has no control over, and does not guarantee, the availability, continuity, accuracy, security or performance of Third-Party Exchanges, their APIs or any data obtained therefrom, including orders, balances, positions, market data or performance indicators.
- 4.5. CCT Software does not provide investment advice, trading advice, portfolio management, custody services or any other regulated financial service. Any information, data or outputs made available via the Application are of a technical or informational nature only and do not constitute advice or a recommendation. Information displayed on the Application, including orders, balances, positions, market data and performance indicators, is retrieved from Third-Party Exchanges through APIs and depends on the data made available by those exchanges. CCT Software does not warrant the accuracy, completeness or timeliness of such information. The User bears sole responsibility for all decisions, configurations, automation and for the consequences of all Trades and Transactions.

- 4.6. Information displayed on the Application, including orders, balances, positions, market data and performance indicators, is retrieved from Third-Party Exchanges through APIs and depends on the data made available by those exchanges. CCT Software does not warrant the accuracy, completeness or timeliness of such information. In the case of any discrepancy between the information shown on the Application and the information shown by the relevant Third-Party Exchange, the records and information made available by that Third-Party Exchange shall prevail. Users are responsible for independently verifying the relevant information directly on the applicable Third-Party Exchange, especially where there is any doubt, delay, or discrepancy.
- 4.7. Any services or activities not expressly included in this Article shall only be provided if separately agreed in Writing.

#### **Article 5. Accounts, use of the Application and User responsibility**

- 5.1. Use of the Application requires creation of an Account. The User shall provide accurate and complete information and keep such information up to date. The Account and all login credentials, including usernames, passwords, API keys and authentication mechanisms and other credentials, are personal. The User is not allowed to share or transfer the Account or its credentials. The User is solely responsible for the confidentiality and security of the login credentials (such as usernames, passwords, API keys and authentication mechanisms and other credentials) and the Account and for all activities conducted through the Account, whether authorized or not. CCT Software may verify registration details and may request additional information where reasonably necessary for security, compliance or operational purposes.
- 5.2. The User is solely responsible for its use of the Application, including all configurations, automation, trading strategies and all Trades or Transactions submitted via Third-Party Exchanges. CCT Software does not provide investment or financial advice, trading advice or portfolio management services. Trading in crypto-assets involves substantial risks, which are borne exclusively by the User.
- 5.3. The User shall implement appropriate technical and organisational measures to protect its Accounts, credentials and systems and shall immediately notify CCT Software in Writing of any unauthorised use, security incident or compromise and cooperate in mitigating such incident.
- 5.4. The User shall not attempt to undermine the security, integrity or functioning of the Application. Any penetration testing, vulnerability scanning, load testing or similar testing is permitted only with CCT Software's prior Written consent and coordination.
- 5.5. CCT Software is entitled to take reasonable measures to protect the Application and other Users, including suspending or restricting access where this is reasonably necessary in cases of suspected misuse, fraud, security incidents or violation of the Agreement.

#### **Article 6. Fees, subscriptions invoicing and payment**

- 6.1. Where agreed, the User shall pay CCT a fee for the right to access and use the Application and the Services. Access to the Application may be offered under different subscription plans, including free, trial and paid plans. The applicable subscription plan, features, usage limits, pricing and any other conditions are as specified on the website and/or Application, in an order form or otherwise agreed In Writing. Unless expressly agreed otherwise In Writing, subscription fees for paid subscription plans are charged monthly in advance for the applicable subscription period and must be paid at the beginning of each subscription month via the payment methods made available by CCT Software. Paid features or extended functionality are activated only after receipt of the applicable subscription fee.
- 6.2. CCT Software does not charge, receive or process any transaction fees or trading fees in relation to Trades or Transactions executed via Third-Party Exchanges. Any such fees are charged exclusively by the relevant Third-Party Exchange under its own terms and conditions. The User remains solely responsible for all costs, losses and fees charged by Third-Party Exchanges.

6.3. Payments shall be made using the payment methods made available by CCT Software and without any deduction, discount, set-off or withholding. If payment is not received, or is reversed, cancelled, disputed or otherwise subject to a chargeback, CCT Software is entitled to immediately suspend or restrict access to the Application (in whole or in part) and, where applicable, deactivate paid features, without prejudice to its other rights. Access to paid subscription plans shall remain suspended until full payment has been received.

In the event of a chargeback or payment reversal initiated by the User through a bank, credit card provider or payment service provider, the User remains liable for the applicable subscription fee and shall reimburse CCT Software for any chargeback fees, administrative costs or penalties imposed on CCT Software as a result thereof, unless such chargeback results from CCT Software's wilful misconduct or gross negligence. If the User fails to pay any amount due (on time), the User shall also, from the due date, be liable for:

- a) the statutory interest on the outstanding amount;
- b) extrajudicial collection costs amounting to at least fifteen percent (15%) of the outstanding principal sum, with a minimum of EUR 250,-; and
- c) reimbursement of reasonable legal costs incurred by CCT Software, including costs of lawyers, advisors and external experts, without prejudice to any other statutory or contractual rights of CCT Software.

6.4. All prices and fees are stated in euros. Prices shown to Users who qualify as natural person are inclusive of VAT and any other mandatory charges. Prices shown to Users who do not qualify as natural person are exclusive of VAT and other applicable taxes, levies or duties, unless explicitly indicated otherwise.

6.5. CCT Software is entitled to change its pricing, subscription models, fee structure or the content of subscription plans from time to time. Unless mandatory law requires otherwise, such changes shall take effect at the start of the next subscription period. If a price change has a material adverse effect on the User, the User is entitled to terminate the Agreement with effect from the date the change will apply.

6.6. Services or activities not expressly included in the applicable subscription plan are not covered by the agreed fees and may result in additional charges. Any changes to the agreed scope that lead to additional work shall be charged at CCT Software's then-current rates, unless agreed otherwise In Writing

6.7. The User may cancel a paid subscription plan via the Application. Cancellation shall take effect at the end of the then-current subscription period. Fees already paid are non-refundable, unless mandatory law provides otherwise.

6.8. Irrespective of the agreed subscription period, any outstanding amounts shall become immediately due and payable if a circumstance as referred to in Article 14.6 occurs.

#### **Article 7. Performance, availability and support**

7.1. CCT Software will use reasonable efforts to make the Application available to the User. Unless explicitly agreed otherwise in Writing, all obligations of CCT Software under the Agreement qualify as obligations of best efforts (*inspanningsverplichtingen*). CCT Software does not guarantee that the Application and/or Services will meet the User's specific purposes or expectations, nor that the Application, Services or any outputs will be uninterrupted, error-free, complete, correct or free from defects, malfunctions or security incidents. The User acknowledges that uninterrupted availability and performance cannot be guaranteed and that the Application may be affected by outages, limitations or delays caused by, among other things, Third-Party Exchanges, their APIs, internet connectivity, hosting providers or other third parties.

7.2. CCT Software is entitled to, at its own discretion, update or upgrade the Application. CCT Software is entitled to temporarily suspend access to the Application (in whole or in part) for preventive, corrective or adaptive maintenance, updates, upgrades or security measures. CCT Software will use reasonable efforts to limit any downtime to what is necessary and, where reasonably possible, to schedule maintenance outside peak usage hours.

- 7.3. CCT Software is entitled to modify, update, discontinue or remove features or functionalities of the Application and/or to change the nature and scope of the Application. CCT Software is not obliged to maintain certain functionalities and/or features of the Application at the User's request. Where reasonably possible, CCT Software will provide notice of material changes via the Application, online community platform or by e-mail. The User acknowledges that Third-Party Exchanges may change or discontinue their APIs, which may affect the availability or functionality of connections and features, and that CCT Software is not responsible for such Third-Party Exchange changes.
- 7.4. In the event of interruptions or errors, CCT Software may implement temporary solutions or workarounds, without guaranteeing their effectiveness. If the User reports an error, the User shall provide sufficient detail to enable CCT Software to investigate. CCT Software will use reasonable efforts to address errors within a reasonable time, considering the nature and impact of the error, but does not guarantee that an error will be resolved. At CCT Software's first request, the User is obliged to cooperate in gathering further information regarding a defect or incident.

#### **Article 8. Force majeure**

- 8.1. CCT Software is not obliged to comply with any obligation during the period in which it is prevented from fulfilling (the preparation of) its obligations due to force majeure (as defined in article 75 of Book 6 of the Dutch Civil Code). Any agreed deadline will be extended by this period. For the purposes of this provision, force majeure includes, but is not limited to the following: (i) failure of software, APIs, infrastructure or other materials of third parties which CCT Software uses, (ii) power outages (iii) fire at one of CCT Software's or a Third-party Exchanges' locations, (iv) government measures, (v) outbreak of an epidemic or pandemic, (vi) strike, (vii) war, (viii) electricity failures, (ix) internet failures or defects, (x) cyberattacks, ransomware attacks and/or DDOS attacks, outages of Third-Party Exchanges (xi) and (xii) any other circumstances beyond CCT Software's control that prevent CCT Software from fulfilling its obligation, regardless of whether they were foreseeable at the time of the conclusion of the Agreement.
- 8.2. In the event of force majeure, both CCT Software and the User are entitled to terminate the Agreement in whole or in part, without judicial intervention, if the force majeure situation persists for a period of two (2) consecutive months (or if CCT Software reasonably expects that the delay will extend over a period of two (2) consecutive months), without either CCT Software or the User being liable to pay any compensation for damages whatsoever.
- 8.3. If CCT Software has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice the already completed or executable part separately.

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

- 9.1. The User acknowledges and agrees that any Trade or Transaction performed through the Application is carried out in User's own name and for the account and at the risk of the User. Any consequences, losses or liabilities arising from such instructions or the execution thereof shall be borne exclusively by the User, subject to the limitations set out in this Article 9.
- 9.2. Without prejudice to any other exclusions or limitations of liability set out elsewhere in the Agreement or these general terms and conditions, CCT Software shall not be liable towards the User for any direct, indirect or consequential damage, including – in any case – consequential damage, trading losses, business damage, loss of income and/or profit, loss of working hours, missed savings, reduced goodwill, reputational damage, loss of data and or any other form of indirect loss arising out of or in connection with the Agreement, the Application, the Services or the use thereof, irrespective of the legal basis of the claim.
- 9.3. CCT Software shall in any event never be liable for any damage, loss or liability arising from or in connection with:
- incorrect, incomplete, misleading or unlawful input data provided by the User, Users or any third party;
  - identity fraud, impersonation, forged documents, deepfakes or any other fraudulent, misleading or unlawful conduct by end users or third parties;
  - failures, outages, errors, security incidents or limitations of Third-Party Exchanges, their APIs or other third-party systems not controlled by CCT Software;

- d) unauthorised access to Exchange Accounts or the Application resulting from circumstances attributable to the User, including compromised credentials or insufficient security measures;
  - e) Trades or Transactions executed via Third-Party Exchanges, including rejected or partially filled orders; or
  - f) market movements, volatility, liquidity issues, exchange restrictions, pricing errors or other market-related circumstances relating to crypto-assets.
- 9.4. Without prejudice to Articles 9.2 and 9.3, and insofar as any exclusion or limitation of liability does not hold under applicable law, the total aggregate liability of CCT Software, on whatever legal ground, shall at all times be limited to direct damage only and, in any event, to an amount not exceeding EUR 3,000 per damage-causing event, whereby a series of related events shall be deemed to constitute a single event.
- 9.5. The exclusions and limitations of liability set out in this Article 9 do not apply to the extent the damage is caused by intent or conscious recklessness (*opzet of bewuste roekeloosheid*) of CCT Software or its managerial staff, nor insofar as liability cannot be excluded or limited under mandatory law.
- 9.6. The User shall indemnify and hold CCT Software harmless against any third-party claims, damages, fines, losses or costs arising out of or in connection with the User's use of the Application, Trades or Transactions executed via Third-Party Exchanges, or a breach of the Agreement by the User, except to the extent such damage is caused by CCT Software's intent or conscious recklessness.

#### **Article 10. Intellectual property rights**

- 10.1. Unless explicitly agreed otherwise in Writing, the intellectual property rights to the Application, the Services, the software, APIs, documentation and all other materials, deliverables, developments and results provided or made available by CCT Software under the Agreement – including but not limited to the source code, object code, models, designs and know-how – vest exclusively in CCT Software.
- 10.2. If intellectual property rights arise in the performance of the Agreement between CCT Software and the User, these shall belong to CCT Software. To the extent that such intellectual property rights are by law vested in the User, the User hereby transfers such rights to CCT Software in advance. To the extent such advance transfer is not legally effective, the User shall cooperate fully in effecting such transfer upon CCT Software's first request. Any feedback, suggestions or improvements provided by the User may be used by CCT Software without restriction or compensation and shall not give rise to any intellectual property rights of the User.
- 10.3. CCT Software grants the User, for the duration of the Agreement and subject to compliance with all obligations of the Agreement, a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Application, the Services and documentation for the User's purposes, within the agreed scope, usage limits and technical parameters in accordance with the Agreement.
- 10.4. Any licence granted under this Article shall automatically and immediately end upon termination or expiry of the Agreement, for any reason whatsoever. Nothing in the Agreement or these general terms and conditions shall be construed as transferring, assigning or otherwise conveying any ownership rights or intellectual property rights in the Application, the Services, documentation or other materials to the User.
- 10.5. The license and access rights granted under this Article are conditional upon the User's continued compliance with the Agreement (including the agreed scope of use licence restrictions, usage limits and the number of transactions) and these general terms and conditions. CCT Software may monitor the User's use of the Application and/or Services insofar as reasonably necessary to verify such compliance and to protect and enforce its contractual, statutory and intellectual property rights. Any use other than in accordance with the Agreement – including excessive use that exceeds the agreed or applicable usage limits, use exceeding the agreed scope, access by unauthorised Users or Accounts, or use after termination – constitutes a breach of the Agreement and an infringement of CCT Software's intellectual property rights. In such event, CCT Software is entitled to take appropriate measures with immediate effect, including requiring an upgrade of the applicable fees for excess or non-compliant use, suspending or restricting access (in whole or in part) and/or terminating the Agreement in accordance with Article 14, without prejudice to CCT Software's other rights.
- 10.6. Without CCT Software's prior Written consent, the User is not permitted to:

- a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Application or the software, except to the extent permitted under mandatory law; or
- b) copy, modify, translate, scrape, disclose, integrate, license, rent, lease, sell, distribute, transmit or otherwise exploit the Application, the Services or the documentation, other than as expressly permitted under the Agreement.

**Article 11. Confidentiality**

- 11.1. All non-publicly accessible information exchanged between CCT Software and the User shall be regarded as confidential information.
- 11.2. All access or identification codes and user credentials provided by CCT Software to the User may only be used by the User and may not be shared with third parties. CCT Software reserves the right to change these access or identification codes and user credentials.
- 11.3. Except with the prior Written consent of the other party, CCT Software and the User shall not disclose confidential information to any third party and shall disclose such information only to their employees or third parties engaged for the performance of the Agreement, on a strict need-to-know basis, provided that such persons are bound by confidentiality obligations at least as stringent as those set out herein.
- 11.4. Neither CCT Software nor the User may make any public reference to the other party without the other party's prior written consent, irrespective of the form in which such reference is made, including in press releases, sales materials, promotional materials, advertisements or otherwise.
- 11.5. The confidentiality obligations set out in this Article shall remain in force during the term of the Agreement and for a period of five (5) years after its termination or expiry, except where mandatory law requires a longer retention of confidentiality.
- 11.6. Disclosure of confidential information shall be permitted to the extent required by applicable law, regulation or a binding order of a competent authority, provided that the disclosing party, where legally permitted, gives the other party prompt notice of such requirement and cooperates to limit the scope of disclosure.

**Article 12. Penalty clause**

- 12.1. In the event that the User breaches any of its obligations under Article 10 and/or Article 11 of this Agreement, the User shall, without any notice of default being required, forfeit to CCT Software an immediately due and payable penalty of EUR 50.000,- per breach, and in case of lasting breaches, an additional penalty of EUR 1.000,- for each day that such breach continues, without prejudice to CCT Software's right to claim full compensation for damages, including interest and costs. A fine paid or due shall not be deducted from any damages with interests and costs. This Article 12 explicitly deviates from the provisions of article 92(2) of Book 6 of the Dutch Civil Code.

**Article 13. Data protection**

- 13.1. With regard to the (personal) data provided by the parties to each other, CCT Software and the User are obliged to comply with the laws and regulations concerning the protection of privacy and personal data, including but not limited to the General Data Protection Regulation (GDPR), the Dutch General Data Protection Regulation Implementation Act (UAVG) and the other applicable laws and regulations in that area.
- 13.2. The processing of personal data by CCT Software takes place in accordance with its privacy statement, which can be consulted on the website [www.cctrader.app](http://www.cctrader.app).
- 13.3. In relation to personal data processed in connection with Trades or Transactions executed via Third-Party Exchanges, such Third-Party Exchanges act as independent controllers and CCT Software has no control over such processing.

**Article 14. Term and termination**

- 14.1. Unless expressly agreed otherwise in Writing for a specific subscription period selected by the User as referred to in Article 14.2., the Agreement is entered into for an indefinite term. The User may terminate the Agreement at any time with immediate effect by cancelling the Account in accordance with the cancellation method made available on the Application or by Written notice to CCT Software. Termination shall not entitle the User to any refund of fees already paid and shall not release the User from payment of any fees due for the subscription month in which the termination takes place.
- 14.2. Where the User selects or otherwise agrees In Writing to a specific subscription period, the Agreement is entered into for a fixed term corresponding to that subscription period. Upon expiry of such fixed term, the Agreement shall automatically renew for successive periods of equal length, unless either Party terminates the Agreement in accordance with Article 14.4.
- 14.3. Where the Agreement has been entered into for a fixed term, it cannot be terminated prematurely during the first year of that term. Upon expiry of the initial term, the Agreement shall automatically renew for successive periods of one (1) year. After expiry of the first year of the initial term, the Agreement may be terminated by either Party at any time, subject to a notice period of one (1) month.
- 14.4. CCT Software is entitled to suspend or restrict access to the Application (in whole or in part) with immediate effect or terminate the Agreement with immediate effect if CCT Software reasonably suspects misuse, fraud, a security incident, non-payment, violation of the Agreement, or if suspension is reasonably necessary to protect the Application, CCT Software, other Users or third parties.
- 14.5. Furthermore, CCT Software is entitled to terminate the Agreement, in whole or in part, with immediate effect by Written notice to the User, without prior notice or judicial intervention and without any obligation to undo performance or compensate for costs or damages, if:
- a. the User, according to CCT Software fails to fulfil an obligation under the Agreement or the general terms and conditions;
  - b. after the conclusion of the Agreement, a change in applicable laws, regulations, binding guidelines or instructions of a competent authority occurs which, in CCT Software's reasonable opinion, (i) makes continued performance of the Agreement unlawful or non-compliant, or (ii) requires substantial modification of the Application, Services or operational processes, or (iii) materially increases CCT Software's compliance, operational or financial burden, without CCT Software being liable for any compensation or damages;
  - c. the User is declared bankrupt, applies for bankruptcy or becomes subject to a comparable insolvency procedure;
  - d. the User applies for or obtains (provisional) suspension of payment or if a comparable insolvency procedure becomes applicable to the User;
  - e. the User becomes subject to statutory debt restructuring;
  - f. the User offers a (whether or not non-judicial) (forced) composition to creditors;
  - g. an attachment is levied on a material part of the User's goods, which is not lifted within 14 days of the attachment;
  - h. the User is placed under curatorship or administration;
  - i. if the User is a natural person, dies, or if the User is a legal entity, is dissolved;
  - j. a change occurs in the direct or indirect control over the User or its activities, where the User is a legal entity, changes;
  - k. other circumstances come to CCT Software's knowledge after the conclusion of the Agreement which gives CCT Software good reason to fear that the User will not fulfil its obligations.
- 14.6. Termination pursuant to this Article shall be without prejudice to CCT Software's right to claim damages and without prejudice to the User's obligation to pay all fees, costs and other amounts due up to the effective date of termination.

14.7. Upon termination or expiry of the Agreement, the User's right to access and use the Application ends immediately. Termination of the Agreement does not affect the User's legal relationship with any Third-Party Exchange with which the User maintains an account.

#### **Article 15. Transferability of rights and obligations**

15.1. The User cannot assign claims against CCT Software, for any reason whatsoever, to a third party. This provision has effect under property law within the meaning of article 83(2) of Book 3 of the Dutch Civil Code.

15.2. The User is not permitted to assign any rights or obligation under the Agreement and/or these general terms and conditions to a third party without the prior Written consent of CCT Software.

#### **Article 16. Final provisions**

16.1. Unless stated otherwise, all notices regarding the (performance of the) Agreement must be given in Writing.

16.2. The provisions of these general terms and conditions which by their nature or purpose are intended to survive termination or expiry of the Agreement shall remain in full force and effect after termination or expiry of the Agreement.

16.3. If any provision of these general terms and conditions is null and void or is annulled, the remaining provisions will remain fully applicable. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent and purpose.

16.4. Insofar as these general terms and conditions do not state otherwise, all rights of action of the User against CCT Software shall in any case expire one (1) year after the day on which the right of action arose, unless the claim(s) is brought before the competent court within this period.

16.5. All legal relationships between CCT Software and the User shall be governed exclusively by Dutch Law.

16.6. All disputes arising out of or in connection with the legal relationships between CCT Software and the User governed by these general terms and conditions shall be submitted exclusively to the competent court of the District Court of Midden-Nederland, location Utrecht, the Netherlands. If the User qualifies as a consumer, the User shall be entitled, for a period of one (1) month after CCT Software has invoked this jurisdiction clause in writing, to submit the dispute to the court that is competent under mandatory law instead.

16.7. Questions and complaints regarding these general terms and conditions may be sent by e-mail to [support@cctrader.app](mailto:support@cctrader.app).