



## Terms and conditions

**Date** 15 November 2021  
**From** Paucitas B.V.  
**Subject** Terms and conditions

Paucitas B.V.  
KVK 83489649  
Herengracht 244-4  
1016 BT Amsterdam

We kindly request you to read these Terms and conditions carefully so that you are aware of your rights and obligations under the Agreement between you and us. You are referred to as the customer in these Terms and conditions.

### 1. Definitions

- 1.1 In these Terms and conditions, the following capitalized terms always have the following meaning:
- i. **Paucitas B.V.**  
the private company Paucitas B.V., with its registered office and principal place of business in (1016 BT) Amsterdam at Herengracht 244-4;
  - ii. **Terms and conditions**  
these Terms and conditions of Paucitas B.V.;
  - iii. **Service**  
the service provided by Paucitas B.V. is performed;
  - iv. **Intellectual Property**  
all intellectual property rights such as copyrights, trademark rights, patent rights, trade name rights, database rights and neighboring rights, as well as related rights such as rights with regard to know-how and domain names;
  - v. **The customer**  
you, the customer and counterparty of Paucitas B.V. to the Agreement;
  - vi. **Agreement**  
the contract for services between Paucitas B.V. and the customer incorporating the specifications of the Services;
  - vii. **Parties**  
Paucitas B.V. and/or the customer.

### 2. Applicability

- 2.1 The Terms and conditions apply to every Agreement between Paucitas B.V. and the customer. Any terms and conditions of the customer are hereby expressly rejected.
- 2.2 Deviations from and additions to the Agreement are only valid if agreed by the Parties.
- 2.3 When the customer engages other parties to provide the Services, these Terms and conditions also apply to the performance of the Services by this other party.
- 2.4 Paucitas B.V. is entitled to change these Terms and conditions. Substantive changes will take effect one (1) month after announcement. Changes to the Terms and conditions have no effect on an existing Agreement.

### 3. Conclusion of agreement

- 3.1 Quotations and offers from Paucitas B.V. are without obligation, unless a validity period is included in the quotation. If no term for acceptance is included, the offer will always expire after 14 days.
- 3.2 If the customer without a prior offer to Paucitas B.V. an order, Paucitas B.V. only bound to this order after it has confirmed it to the customer.
- 3.3 An offer for the delivery of several Services obliges Paucitas B.V. not to provide any part of the Services in this quotation for a corresponding part of the price.
- 3.4 Offers, quotations, quotations and rates do not automatically apply to repeat orders and/or new orders.

#### **4. The Service**

- 4.1 Paucitas B.V. always performs its Services in accordance with a best efforts obligation and it gives no guarantee with regard to the results of its services, unless the Parties explicitly agree otherwise.
- 4.2 Paucitas B.V. will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements set for a professional party. If and insofar as required for the proper execution of the Agreement, Paucitas B.V. the right to have certain activities performed by third parties, at the discretion of Paucitas B.V. The applicability of articles 7:404, 7:407 and 7:409 of the Dutch Civil Code is expressly excluded.
- 4.3 An agreed term will only be regarded as a strict deadline if this is explicitly stipulated in the Agreement. In all other cases, an agreed term is indicative.
- 4.4 Paucitas B.V. is entitled to perform the work in parts or phases, whereby each part or each phase can be invoiced separately.

#### **5. Customer obligations**

- 5.1 The customer undertakes to inform Paucitas B.V. provide all necessary information and cooperate that Paucitas B.V. needs to perform the Services. Paucitas B.V. may suspend the work as long as the customer does not comply with the obligation in this provision. Paucitas B.V. is never liable for any damage and/or delay that has arisen as a result of failure to comply, late or inadequate compliance with the information and cooperation obligation referred to in this article.
- 5.2 Our rates do not include the costs for accounts, equipment, Hardware wallets and all requirements for our services, these are at the customer's own expense.

#### **6. Termination of the Agreement**

- 6.1 The duration of the Agreement is determined in the Agreement itself.
- 6.2 It is Paucitas B.V. may terminate an Agreement at any time with due observance of a notice period of two months. Paucitas B.V. is not obliged to pay any form of compensation and/or financial compensation as a result of (premature) termination.
- 6.3 The customer may terminate the Agreement prematurely, subject to a notice period of at least 2 months.
- 6.4 Each of the Parties has the right to terminate the Agreement in whole or in part with immediate effect if the other Party goes bankrupt or if the other Party is granted a moratorium, as well as if the company of the other Party is dissolved or undergoes liquidation.
- 6.5 If the Agreement is dissolved at any time and Services have already been performed at that time, the Services already performed and the customer's payment obligation associated therewith will not be subject to any cancellation obligation, unless the customer can prove that Paucitas B.V. is in default with respect to specifically those Services. Amounts paid by Paucitas B.V. prior to the dissolution. invoiced in connection with the services already properly performed or delivered by it in the context of the execution of the Agreement, remain due in full and are immediately due and payable at the time of dissolution.
- 6.6 The customer is liable to third parties for the consequences of the cancellation and will pay Paucitas B.V. indemnify against any claims from these third parties arising from this.

## **7. Fee and Payment**

- 7.1 All amounts as stated in an offer, quotation or Agreement are in Euros and are stated including VAT and any other government-imposed levies, unless stated otherwise.
- 7.2 The customer must pay the invoice in full within a period of fourteen days after the invoice date. This payment term is a strict deadline and the customer is therefore in default without further notice of default, if payment is not made on time.
- 7.3 If the customer is of the opinion that the amount of the invoice is incorrect, or that there is any other imperfection in the invoice, he must notify Paucitas B.V. immediately, together with convincing evidence of its position. Disputing (part of) an invoice does not suspend the customer's payment obligation with regard to (the undisputed part of) an invoice.
- 7.4 Paucitas B.V. is entitled to adjust its rates at any time. Paucitas B.V. will notify the customer at least 2 (two) months prior to a rate change. If Paucitas B.V. has announced a rate change, the customer may cancel the Agreement until the rate change takes effect. The customer must observe a notice period of one month. Paucitas B.V. is entitled to increase its rates annually in accordance with the Consumer price index, as published by Statistics Netherlands, without this giving the customer the right to cancel or otherwise terminate the Agreement.

## **8. Intellectual property rights**

- 8.1 All Intellectual Property Rights resting on documents or materials that the customer provides to Paucitas B.V. within the framework of the execution of the Agreement, remain with the customer at all times. The customer provides to Paucitas B.V. a worldwide, non-exclusive and sub-licensable license to use the materials supplied for the performance of the Agreement.
- 8.2 The Intellectual Property Rights that Paucitas B.V. has acquired when entering into the Agreement, remain with Paucitas B.V.
- 8.3 If and insofar as Intellectual Property Rights arise in the performance of the Agreement on the result of the Services, these Intellectual Property Rights will be vested in Paucitas B.V.
- 8.4 Provided that the customer has fulfilled all its (payment) obligations under the Agreement, the customer obtains a limited, non-transferable, non-exclusive license to use the Intellectual Property Rights in the result of the Services.

## **9. Liability**

- 9.1 The liability of Paucitas B.V. is limited to providing its services to the customer. If its services are not completed, Paucitas B.V. will compensate the customer the maximum amount that the customer has paid for its services. The customer's right to reclaim the compensation expires in any case one (1) year after the payment in question has been made.
- 9.2 The customer is responsible for his own security and Paucitas B.V. not be held liable for damage or losses. The customer is fully responsible for keeping his cryptocurrencies/investments safe and the associated wallet recovery words/private keys and all other secret data that may lead to the theft of your cryptocurrencies/investments and because of this Paucitas B.V. can't be held liable for any damage or loss.
- 9.3 The customer is fully responsible for his cryptocurrencies/investments and everything that comes with this and Paucitas B.V. can't be held responsible for any damage or loss.
- 9.4 The customer is aware that everything Paucitas B.V. claims is not intended to be investment and/or financial advice.

- 9.5 Paucitas B.V. is not liable for other damages, such as loss of profits, loss of anticipated savings and other similar financial losses, as well as loss of goodwill or reputation or reputation and any other damages not covered by the aforementioned damages.
- 9.6 Should anyone ever ask you for your secret wallet/account information (such as wallet recovery words, private keys and/or passwords and any other secret information that could lead to the theft of your cryptocurrencies/investments.), never share this information with the person in question. This may provide access to your cryptocurrencies/investments and may lead to theft of some of your cryptocurrencies/investments or theft of all of your cryptocurrencies/investments. If you receive a request from someone within Paucitas B.V. or a party posing as Paucitas B.V. for your secret wallet/account data (such as the wallet recovery words, private keys and/or passwords and any other secret data that could lead to the theft of your cryptocurrencies/investments.), you are dealing with someone who is trying to lights, therefore do not share this information with anyone, not even the employees or supervisor of Paucitas BV Since Paucitas B.V. will never need this information for any of our services. Should you still share your secret wallet/account data (such as the wallet recovery words, private keys and/or passwords and all other secret data that can lead to the theft of your cryptocurrencies/investments.) with Paucitas B.V. or a other party, then the full responsibility is fully for the customer and Paucitas B.V. shall not be held liable for any damage or loss.

#### **10. Miscellaneous**

- 10.1 The customer is not entitled to any rights and/or obligations arising from the Agreement without the permission of Paucitas B.V. to a third party, unless the Parties have expressly agreed otherwise.
- 10.2 If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by the remaining provisions. The parties will then decide together to replace the invalid provisions with another that is valid and that approaches the intention of the Parties as closely as possible.
- 10.3 Dutch law applies to the Agreement. All disputes arising from the Agreement must be submitted in the first instance to the competent court in the district where Paucitas B.V. is located.