

# GENERAL TERMS AND CONDITIONS OF CM Academy B.V.

## Who are we?

We are CM Academy B.V. and we operate under the name MN Academy (**MN Academy**). Our address is Herengracht 514, 1017 CC, Amsterdam, the Netherlands. We are registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 82037574.

## What do we do?

We also provide courses for educational training about trading and investing (**Courses**).

## What are you reading here?

These are our general terms and conditions (in short, the **Terms**). We will send you these Terms at your request, free of charge. You can also find them on <https://www.mntrading.com>.

When we refer to **the Client** in these Terms, we mean you as a user of (one of) the Course.

In the **Privacy Policy** on our website, we explain how we protect your personal data. Please take the time to read this carefully, as it includes important information about how we collect and use your data and why we do so.

## Questions?

If you have any questions regarding these Terms, the Privacy Policy or our Courses you can contact us by sending an email to [info@mntrading.com](mailto:info@mntrading.com).

## Article 1 - Applicability of these General Terms and Conditions

1. These Terms are always applicable to the Courses. Any other terms and conditions are not applicable and hereby expressly rejected.
2. We will make these Terms available to you electronically prior to participating in our Courses.
3. We reserve the right to change the Terms at all times. The latest version of the Terms will always apply. Arrangements that deviate from these Terms will only be applicable if they have been agreed on by us **in writing**.

## Article 2 - No advice, only information

1. With our Courses you can educate yourself about trading and investing in cryptocurrency and other assets. We provide our materials. We do this solely for **educational purposes**.
2. If an investment is good or sound, is highly contextual and depends on many different factors. The strategy and materials we provide is for **educational purposes** only. We are not a financial advisor and we do not provide investment advice, financial advice or any other form of advice on buying or selling cryptocurrency or other financial products. The information (especially in our Courses) does not constitute a recommendation as to the suitability of an investment or strategy for you as an individual investor. It is up to you what you do with the information we provide.
3. With our Courses we can direct you to third-party websites or provide you access to tools of third parties. We are not responsible for the information on third-party websites. The use of any information from third parties is at your own risk.

## Article 3 - Courses

1. We offer Courses to get you started on your crypto journey.
2. If you buy a Course, we execute the agreement immediately and give you direct access to all educational material. You could complete the Courses within 14 days. Therefore, you are not entitled to withdraw from the purchase of the Courses. If you buy a Course, you agree to this and expressly waive your right of withdrawal.

## Article 4 - Pricing

1. All communicated prices by MN Academy are in EUR and are including applicable VAT and any taxes or levies imposed by relevant authorities. Unless otherwise mentioned.
2. Listed prices and rates of our services may change from time to time. No rights can be derived from historic prices.
3. MN Academy may raise the price in the interim in the case of unforeseen and cost price increasing circumstances.
4. In case MN Academy has raised prices due to the circumstances referred to in the previous section, the Client has the right to annul the assignment. The Client will be charged for costs incurred for working hours or the execution of parts of the assignment. The Client in such case has no right to compensation or damages.

## Article 5 - Payment and Collection Charges

1. The Client must pay upfront for our Courses via MN Academy's online payment service.
2. If the payment by Client is due, he will automatically be in default (verzuim), without a notice of default (ingebrekestelling) being required. In case of default, the Client owes MN Academy i) if the Client is a consumer: the statutory interest; or ii) if the Client is acting commercially or professionally, the statutory commercial interest. The interest on the payable amount is calculated

from the moment that the payment is due, until the moment that the payable amount has been paid by the Client in full.

## Article 6 - Suspension, Dissolution

1. MN Academy may temporarily suspend the execution of the activities if he cannot comply because of force majeure .
2. If the execution of the agreement is permanently impossible parties may cancel the agreement for the part that has not been fulfilled.
3. MN Academy may suspend or cancel the agreement if Client fails to meet its obligations, partially, completely or in time. In such cases, Client shall compensate MN Academy for damages.

## Article 7 - Termination in the Interim

1. If MN Trading cancels the assignment in the interim, MN Trading shall ensure a handover of the work yet to be performed to a third party, unless the termination is imputable to Client. If the handover of the activities leads to additional costs for MN Trading, these costs shall be borne by Client.
2. MN Trading may immediately cancel the assignment (and is not liable for any damages doing so) in one of the following events:
  - a. Client fails to pay within the payment term;
  - b. Client is declared bankrupt or applied for suspension of payments, or applied or becomes subject to any other insolvency procedure;
  - c. Client (the company) is dissolved or liquidated;
  - d. The occurrence of circumstances in which Client can no longer freely dispose of his capital.

## Article 8 - Force Majeure

1. MN Academy is not obliged to comply in the event of force majeure.
2. MN Academy may suspend the obligations, coming from the assignment, for as long as the force majeure continues.
3. If MN Academy complied with a part of its obligations, and that part has an independent value, MN Academy may charge that part to Client.

## Article 9 - Liability

1. With investing, both a positive and a negative result is possible. MN Academy does not guarantee that the Client will achieve certain results. MN Academy only provides general information for educational purposes. MN Academy will in no way be responsible for the Clients' investments results. The Client is fully responsible for their own actions, and can never hold MN Academy liable for any damages arising from investment loss.

2. MN Academy is not liable for any damage or other adverse consequences resulting from the use or inaccessibility of (information on) our website, our Courses or third parties' websites. All actions you take on the basis of our website, our Courses or third parties' websites are for your own account and risk.
3. We are not liable for any damages in case of force majeure as set out in Article 8.
4. We are only liable for direct damages that are unequivocally caused by an attributable shortcoming from our side. We are not liable for indirect damages or missed income.
5. MN Academy's liability is limited to the amount paid by Client. Under no circumstances can this liability exceed the amount of €1,000.
7. The limitations set out in this Article do not apply if damage is the result of an intentional act or gross negligence from MN Academy's side.
8. The limitation period on all claims and defences against MN Academy is one year.

## Article 10 - Indemnification

1. Client indemnifies MN Academy from any claims by third parties, who suffer damages, resulting from the execution of the assignment but cannot be attributed to MN Academy.
2. If third parties address MN Academy to be liable for damages resulting from the execution of the assignment, Client shall support MN Academy both judicial and extrajudicial and Client shall do what may be expected from him.
3. If Client does not provide the support described in paragraph 2, MN Academy may take the actions it deems required. All expenses and damages made by MN Academy in this respect shall be borne by Client.

## Article 11 - Intellectual Property

1. All the plans, documents, pictures, drawings, programming, creations copyrights, trademarks, design rights, patents, source codes, know-how and related information, made by MN Academy or resting on the Course, remain property of MN Academy. This also applies if related expenses are charged or when these are improved, later on.
2. Client can only copy the aforementioned properties if it is for internal use within Client's company and cannot show the properties to third parties or put the properties at disposal in a different manner than originally intended by MN Academy.

## Article 12 - Non-Disclosure

1. MN Academy shall not disclose any of Client's information to third parties, unless MN Academy is required by a statutory or professional obligation to disclose the information.
2. MN Academy shall not use any information, obtained from Client, in a different manner than originally intended, except that the information may be used in a legal procedure that involves MN Academy and the information can be of importance.
3. Client shall not disclose the contents of agreements, confirmations, offers, reports, advices or other expressions from MN Academy, whether they are in writing or not.

## Article 13 - Nullity

If any part of these conditions is void or voidable, this does not alter the validity of the remainder of these conditions. The invalid or unenforceable part shall be replaced by a provision that most closely follows the content of the invalid provision.

## Article 14 - Applicable Law

1. Dutch law exclusively applies to these Terms.
2. The Court of Amsterdam, the Netherlands has jurisdiction to hear all disputes or claims ensuing from these Terms. You may, within one month after MN Academy has invoked the jurisdiction of this court, choose the court that is competent by law.
3. You can also use the ODR (Online Dispute Resolution) platform. This platform offers a simple, effective, quick and inexpensive out-of-court solution to disputes arising from online transactions. For more information see: <http://ec.europa.eu/odr>.