

GENERAL TERMS AND CONDITIONS OF BONSANCAGROUP B.V.

Who are we?

We are BonSancaGroup B.V. and we operate under the name MN Trading (**MN Trading**). Our address is Gustav Mahlerplein 45 1082 MS Amsterdam, the Netherlands. We are registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 78431670.

What do we do?

We offer you access to our platform on which you can educate yourself about trading and investing in cryptocurrency and other assets (the **Platform**). We also provide trading 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> (the **Website**).

When we refer to **you** in these Terms, we mean you as a user of our Platform or 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](#), the Platform or a Course you can contact us by sending an email to support@mntrading.com or a direct message on our MN Trading customer support Discord account.

1. Applicability of these Terms

- 1.1. These Terms are always applicable to the use of our Platform or Courses. Any other terms and conditions are not applicable and hereby expressly rejected.
- 1.2. We will make these Terms available to you electronically prior to access of the Platform or Courses.
- 1.3. 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**.

2. No advice, only information

- 2.1. On our Platform and with our Courses you can educate yourself about trading and investing in cryptocurrency and other assets. We provide our strategy, trading portfolio and content only for **educational purposes**.
- 2.2. If an investment is good or sound, is highly contextual and depends on many different factors. The strategy and content we provide is **for educational purposes** only. We are not a (personal) advisor and we do not provide personal investment advice, financial advice or any other form of advice on buying or selling cryptocurrency or other financial products. We do not (and cannot) take into account your personal circumstances. Nor does this information 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.
- 2.3. On our Platform or with our Courses we can direct you to third-party websites or provide you access to tools of third parties. The use of any information from third parties is at your own risk.

3. Courses

- 3.1. We offer Courses to get you kickstarted on your crypto journey.
- 3.2. If you buy a Course, we execute the agreement immediately and give you direct access to all the materials. You could complete the Course within 14 days. Therefore, your right to withdrawal within 14 days has been cancelled. If you buy a Course you agree to this and expressly waive your right of withdrawal.

4. Subscriptions and cancellation

- 4.1. In order to access all content on our Platform, you must enter into an agreement with us (**Subscription**). We offer different Subscriptions. You can find more information about this on our Website.
- 4.2. We may offer free trials so you can try out our Platform. There is no charge for this and you do not have to cancel it either. The free trial ends automatically.
- 4.3. The term of the Subscription (**Subscription Period**) will be agreed during the application procedure. The Subscription will commence on the date as agreed during the application procedure (**Start Date**).
- 4.4. At the end of each Subscription Period, the Subscription will be automatically renewed always for the same period as your initial Subscription Period.

- 4.5. If a Subscription is renewed with a Subscription period of more than 1 month, you can cancel it with a notice period of 1 month. In that case we will refund you any pre-paid Subscription fees covering the remainder of your Subscription.
- 4.6. You can cancel your Subscription before the end of the Subscription Period. In case of timely cancellation, your Subscription will not be automatically renewed. Cancellation can be done in your account settings on the Platform.

5. Prices

- 5.1. All communicated prices by MN Trading are in EUR and are **including** applicable VAT, possible expenses or any taxes or levies imposed by relevant authorities.
- 5.2. The price for your chosen Subscription or Course will be stated during the registration process.
- 5.3. Listed prices and rates of our Subscriptions may change from time to time. No rights can be derived from historic prices.
- 5.4. If you already have a Subscription with us, price changes will not be implemented during the Subscription Period. You will continue to pay the initially agreed price during the Subscription Period. When (automatically) renewing your Subscription, the price change will take effect.

6. Payment and collection charges

- 6.1. You must provide us with a valid means of payment to use our Platform. We will debit the amount for the use of the Subscription to your means of payment on a monthly basis (unless otherwise agreed during the registration process) around the day on which your Subscription commenced.
- 6.2. You pay upfront for our Courses via our online payment service.
- 6.3. If a payment is due but not paid, we will first send a reminder, followed by a request for payment. If the payment is not made within the stipulated payment period, you will be in default. If you are in default, we are entitled to charge 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 you in full.
- 6.4. If you are in default, we have the right to (temporarily) block your account, until you fulfilled your payment obligation.

- 6.5. If you are in default, we have the right to charge any extrajudicial costs. The collection fees are calculated on the basis of the invoice amount, with a minimum of EUR 40 ex. VAT.

7. Platform Account

- 7.1. Our Platform will be hosted on Discord or on any other platform at our discretion. To access our Platform, you must make a Discord account. The general terms and conditions of Discord are applicable to your Discord account.
- 7.2. If you want to access our content, you must get a Subscription and make an account on our Website. We will ask for your Discord ID, so we can provide you access to our content.
- 7.3. You are responsible for choosing the correct means of identification, such as your e-mail address, Discord ID and for choosing a strong password.
- 7.4. You need to keep your account details and password confidential. You are responsible for all activities on your account after it has been logged in with your account details and passwords, unless you have reported that your account has been compromised as soon as becoming aware of it.
- 7.5. In order to use our Platform, you must have a proper internet connection. You are responsible for the technical functioning and maintenance of your internet connection, internal network and all other IT-systems if so required according to our system requirements.
- 7.6. You can delete your account by sending an email to support@mntrading.com or in your account settings. If we delete your account, this will in not constitute a termination or suspension of your payment obligations to MN Trading.

8. Platform Content

- 8.1. We have created the content of our Platform with utmost care. However, some content on the Platform originates from our users. You can recognize content from MN Trading team members by the fact that the team members have '(Trader)' or '(Organisational)' behind their name and their name is in blue or in red color. All other content originates from our users.
- 8.2. The users are solely responsible for the accuracy and completeness of their content. We are not responsible for any communications between you and other users.
- 8.3. You can upload or share content on our Platform. By doing so, you guarantee that the content you upload on the Platform is:
 - (a) not offensive, harmful, discriminative, unfriendly or illegal in any way;
 - (b) not containing any incorrect, misleading or persuasive information;
 - (c) in compliance with these Terms and all applicable laws and regulations;
 - (d) not violating any intellectual property rights;
 - (e) not for any purpose the Platform is clearly not intended.
- 8.4. We have the right, but are not obliged to do so, to review any content to verify compliance with our Terms and applicable laws and regulation. At our sole discretion, we may delete or suspend any content in violation of Article 8.3. We will notify you of any removal via email or a message in your account.
- 8.5. We have no obligations to store, back-up, retrieve or return any information shared by you on the Platform.
- 8.6. If you become aware of any illegal or harmful content, you can inform us by sending an email to support@mntrading.com or a direct message on our MN Trading Customer Support Discord account.

9. Restrictions of use of the Platform

We reserve the right to terminate your Subscription and exclude you from any (further) use of the Platform by, amongst other things, blocking and/or deleting your account without being obliged to refund any amounts already collected or pay any damages, if there is, in our discretion, a valid reason to do so. This applies in any case, but not exclusively, if you:

- (a) violate these Terms (especially, but not limited to, Article 8.3) and/or applicable laws and regulations;

- (b) attempt, or allow to attempt, to de-compile, reverse compile, disassemble, reverse engineer, try to obtain the source code, use viruses, Trojan horses, worms, bots, or otherwise use software or technical tools that can damage the Platform;
- (c) fail to meet your payment obligations under the Subscription;
- (d) misuse the Platform in any other way.

10. Availability and maintenance of the Platform

- 10.1. We will do our best to keep the Platform up and running 24 hours a day, 7 days a week, during the time that you have a Subscription or following a Course. We are responsible for the availability and maintenance of the Platform, but we have no influence on the availability of Discord or the services of other third parties. We cannot guarantee that the Platform will always work uninterrupted.
- 10.2. During our maintenance or maintenance by Discord or other third parties, the Platform can be (partly) unavailable. Maintenance by us will, in principle, never take place during office hours (09:00 - 17:00 CET).
- 10.3. We have the right to change the Platform. This includes, but is not limited to, changing, removing or adding certain features or functionalities of the Platform.
- 10.4. We do not guarantee that our Platform is completely free of errors. Please inform us immediately of any errors, bugs or malfunctioning of the Platform. You can reach out to us by sending an email to support@mntading.com or a direct message on our MN Trading Customer Support Discord account. We will then do our utmost to resolve your problem as soon as possible.
- 10.5. We use third party providers, such as, but not limiting to, Discord. Any changes to these Platforms are outside of our control.

11. Force Majeure

In the event of force majeure, we may suspend our obligations with respect to the Platform or a Course. If this period exceeds 2 uninterrupted months or when it has become clear that the period will take longer than 2 months, MN Trading may terminate its services without being liable to pay any compensation to you.

12. Intellectual property

- 12.1. We (or our licensors or suppliers) are the exclusive owners of all existing and future intellectual property, such as copyrights, trademarks, design rights, patents, source codes and know-how, which rest on our Platform and Courses or are the fruits of the use of our Platform and Courses.
- 12.2. By sharing content on our Platform, you grant us a non-exclusive license to use any data or information included in your contribution. This license is free of charge, irrevocable, worldwide, without limitation, sub-licensable and transferable and thereby offers no limitation of use by us whatsoever. It is explicitly allowed to use any contribution for the benefit of our services in the broadest sense. We hereby accept such license in advance.

13. Confidentiality and privacy

- 13.1. Unless there is a legal or statutory obligation to disclose, we will keep all information about you confidential.
- 13.2. We protect your personal data in accordance with the European General Data Protection Regulation. For more information, please read our [Privacy Policy](#) on our Website.

14. Liability

- 14.1. We are not liable for any damage or other adverse consequences resulting from the use or inaccessibility of (information on) our Website, the Platform and/or our Courses. All actions you take on the basis of our Website, the Platform and/or our Courses are for your own account and risk.
- 14.2. We are not liable if our Platform is unavailable due to maintenance or unavailability of Discord. We have no influence on the operation of Discord.
- 14.3. You should be aware that with investing, both a positive and a negative result is possible. We do not guarantee that you will achieve certain results. We only provide general information for educational purposes. We will in no way be responsible for your investments results. You are fully responsible for your own actions, and you can never hold us liable for any damages arising from investment loss.
- 14.4. We are not liable for any damages in case of force majeure as set out in Article 11.
- 14.5. 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.

- 14.6. Our maximum liability is under all circumstances limited to the costs of your Course or your yearly Subscription fee or 12x your monthly Subscription fee.
- 14.7. The limitation period of all claims and defenses against us is 1 year after you became or should have become aware of the damages.
- 14.8. The limitations set out in this Article do not apply if damage is the result of an intentional act or gross negligence from our side.

15. **Third parties**

We have the right to employ third parties to partially perform our duties, if we are of the opinion that this is necessary for the due exercise of our Platform or Courses. Sections 7:404 of the Dutch Civil Code (**DCC**) (*performance of service by a specific person*), 7:407 paragraph 2 DCC (*joint liability*) and 7:409 DCC (*death of a particularly assigned service provider*) are not applicable.

16. **Miscellaneous**

- 16.1. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision will be replaced by a provision that is considered to be valid and enforceable and which' interpretation will be as close as possible to the intent of the invalid provision.
- 16.2. You are not allowed to assign or transfer any rights and obligations on account of our Platform, Courses or these Terms without prior written approval of us.

17. **Applicable law**

- 17.1. Dutch law exclusively applies to these Terms.
- 17.2. 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 Trading has invoked the jurisdiction of this court, choose the court that is competent by law.
- 17.3. 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>.

