

Terms and Conditions/customer agreement (07 May 2021)

Thriven Education

1. Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.
 - **Agreement:** the agreement by and between the Customer and Thriven for the services. These general terms and conditions are an integrated part of the Agreement.
 - **Customer, you, your:** The natural or legal person that uses or wishes to use the Website and our Services.
 - **Offer:** any offer or quotation to the Customer for the provision of Services by Thriven.
 - **Services:** Providing workshops or other education in the field of Bitcoins, cryptocurrencies and investing in general.
 - **Terms and conditions;** these terms and conditions which apply to every Customer that uses or wishes to use the Website and the Services and that are an integral part of your agreement with us.

Thriven: Thriven Education B.V., a private company with limited liability with address Louis Couperusplein 2, 2514 HP, Den Haag, and registered with the chamber of commerce under number 82631794.

 - **Website:** the website www.thriven.nl, and/or any other website of Thriven B.V. or Thriven which replaces this website or is an additional website of Thriven B.V. or Thriven in relation to the Services.

2. Applicability

1. These general terms and conditions apply to the use of the Website, every Offer of Thriven and are an integrated part of the Agreement. These general terms and conditions also apply to additional, amended and follow-up assignments from the Customer in relation to the Services. The general terms and conditions of the Customer are excluded.
2. The applicability of articles 7:404 BW and 7:407 paragraph 2 BW is explicitly excluded.
3. In the event that Thriven has not always demanded compliance with these general terms and conditions, it retains its right to demand full or partial compliance with these general terms and conditions.

3. Rules and regulations

- 3.1 The Services and/or the use of crypto assets may be illegal or subject to certain rules and regulations in some jurisdictions. It is your responsibility to know the regulatory requirements concerning the receipt of our Services in your jurisdiction.
- 3.2 It is your responsibility to ensure compliance by you with the laws of any relevant jurisdiction in connection with the Services.
- 3.3 Thriven does not provide investment, legal or tax advice. Any information provided in relation to the Services, any publications and/or other information from Thriven should not be considered investment advice, legal or tax advice. All Thriven publications are intended as supporting information and do not constitute investment advice, personal advice or other person-related recommendations.

4. Apply for the Services

- 4.1 To be eligible to become a Customer accepted by us for the Services, you must:
 - ✓ be at least 18 years old if you are a natural person;
 - ✓ have the capacity to enter into this legally binding contract with us by accepting these Terms and Conditions;
 - ✓ use the Services in accordance with Dutch and other applicable laws and regulations;
 - ✓ not operate from or reside in or be situated in one of the countries listed on the Website (as amended from time to time) via <https://thriven.nl/faq>;
 - ✓ not be included in any sanction list and if you are a legal person this applies to your ultimate beneficial owner(s) and representatives;
 - ✓ provide us with sufficient information and cooperate with any reasonable information requests, for example to verify if you comply with these Terms and Conditions;
- 4.2 If you want to use our Services, you need to apply for the Services on our Website.
- 4.3 You may not apply under someone else's name or act like someone else in any other way. It is however possible to request the Services for employees or other persons related to the Customer.
- 4.4 You agree to provide up-to-date, complete and accurate information on your application for the Services. You agree to promptly update your personal details when necessary, so that we can contact you if needed. If we use

the email address provided by you, emails provided to that address are assumed to be received by you. You are responsible to keep your information up-to-date and complete.

5. The Offer for the Services

1. All offers made by Thriven are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions only, this will be explicitly stated in the Offer.
2. Thriven is only bound by an Offer if it is confirmed by Thriven to the Customer after the application for the Services by the Customer. Thriven has the right to refuse an Agreement with a (potential) Customer for any valid reason in view of Thriven.
3. The Offer contains a description of the Services offered. The description is sufficiently specified so that the Customer is able to make a proper assessment of the Offer. Any information in the Offer is only an indication and cannot be a ground for any compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in Thriven's Offer are in principle indicative and do not entitle the Customer to dissolution or compensation if they are exceeded or changed, unless explicitly agreed otherwise.

6. Establishment of the Agreement

1. The Agreement is concluded when the Customer has explicitly and unambiguously accepted an Offer or Agreement from Thriven.
2. Thriven is not bound by an Offer if the Customer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Customer cannot derive any rights from this mistake or error.
3. Any Agreement entered into with Thriven or a project awarded to Thriven by the Customer rests with the company and not with an individual person associated with Thriven.
4. If the Agreement is entered into by several Customers, each Customer is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

7. Cancellation of the Agreement / a subscription for the Services

1. If you are a consumer (natural person, not acting in the course of its business or profession) you are authorized to cancel an application for the Services within 14 days by sending an email to: support@thriven.nl in which you clearly state that you wish to cancel your application for the Services. If the Services are provided within this period of 14 days (i) with your consent and (ii) you agree to waive your right of withdrawal, you will not have this possibility.
2. Every Customer is entitled to cancel the Services/a workshop in consultation with Thriven or submit a request with Thriven to move the Services to another date up to 48 hours prior to the agreed timing of delivery of the Services. If the Customer cancels after that time (of 48 hours before), a compensation of 50% of the agreed fees for the Services will be due, taken into account the Thriven preparation time and time made available for the Services. If the Customer is not present at the agreed time and location without any cancellation (no-show) the full agreed amount applies.
3. If it agreed that the Services will be provided during several timeframes (several days), the Customer has the possibility to cancel the coming services up to 48 hours prior to the agreed timing of delivery of the relevant part of the Services. In that situation a pro rata fee will apply (the Customer will – pro rata - pay for the Services received). If the Customer cancels after that time (of 48 hours before), a compensation of 50% of the agreed fees for the relevant part of the Services will be due, taken into account the Thriven preparation time and time made available for the Services. If the Customer is not present at the agreed time and location without any cancellation (no-show) the full agreed amount applies.
4. Thriven is entitled, up to 48 hours before the intended provision of the Services, to cancel the specific Services or move it to another date (in consultation with the Customer) if there are not sufficient registrations, according to Thriven. It is at the sole discretion of Thriven to relocate the location for the Services. If the Customer is not available on the new date set, the Customer is entitled to a (pro rata) refund of money already paid or can participate on another date. If there are too many registrations, Thriven is entitled to create several sessions for the provision of the Services. If applicable, the aforementioned situation will be discussed with the Customer in good time.

8. Duration of the Agreement

1. The Agreement is entered into for a definite period, unless the content, nature or scope of the assignment entails that it has been entered into for an indefinite period of time.

2. Both the Customer and Thriven can dissolve the Agreement on the basis of an attributable shortcoming in the performance of the Agreement if the other party has been given written notice of default and has been given a reasonable period to comply with its obligations and it still neglects its obligations in that case correctly. This also includes the Customer's payment and cooperation obligations.
3. The dissolution of the Agreement does not affect the Customer's payment obligations insofar as Thriven has already performed work or has delivered performances at the time of the dissolution.
4. The fixed-term Agreement ends by operation of law upon completion of the agreed Services.
5. Both the Customer and Thriven can terminate the Agreement in whole or in part in writing with immediate effect, without further notice of default, in the event that one of the parties is in suspension of payments, is bankrupt, filed for bankruptcy or the company concerned ends by liquidation. If a situation as mentioned above occurs, Thriven is never obliged to refund payments that are already received and / or to provide compensation.

9. Performance of the Services

1. Thriven will endeavor to perform the agreed Services with the greatest possible care, as may be expected of a good service provider. Thriven guarantees a professional and independent service. All Services are performed on the basis of a best-efforts obligation, unless a result has been explicitly agreed in writing which is described in detail.
2. The Agreement on the basis of which Thriven performs the Services is leading for the scope and scope of the services. The Agreement will be performed for the benefit of the Customer. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Customer can be used by Thriven to specify and adjust the Services and/or the Offer. Thriven has the right to adjust its services and its prices if the information provided appears to be incorrect and / or incomplete.
4. In the performance of the Services, Thriven is not obliged to follow the instructions of the Customer, although Thriven will strive to take into account any wishes or suggestions. If requests result in additional work for Thriven, the Customer is obliged to reimburse the additional costs accordingly on the basis of a new, revised Offer.
5. Thriven is entitled to engage third parties for the performance of the Services at its own discretion.
6. If part of the performance of the Services is based on the information provided by or requests of the Customer and if the information needs to be changed or the requests changes, this may have consequences for any established schedule. Thriven is never liable for adjusting the planning. If the start, progress or delivery of the Services is delayed because, for example, the Customer has not provided all the requested information or has not provided all the requested information on time, or does not provide sufficient cooperation in the desired format, a possible advance payment has not been received by Thriven on time or due to other circumstances, which are for the account and risk of the Customer, if there is a delay, Thriven is entitled to a reasonable extension of the delivery / completion period for the Services. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Customer.

10. Services / location

1. The Services will be provided at the location of the Customer or at a location of Thriven to be determined or online. If the Services are provided at the location of the Customer, the Customer is obliged to make the facilities required for the Services available in a timely manner. If the Services cannot take place or are delayed because the Customer has not complied with the aforementioned obligation, all consequences thereof will be for the account and risk of the Customer. Thriven is also entitled to give instructions with regard to the suitability of the location and the facilities available there before the start of the Services.
2. The content of the Services provided and the information provided during the Services are not binding. Thriven will observe its duties of care.
3. Prior to the start of the Services, the Customer may notify Thriven in writing of all circumstances that are or may be important.

11. Additional activities and changes

1. If, during the performance of the Agreement, it appears that the Agreement needs to be adjusted, or if additional work is required at the request of the Customer to achieve the desired result of the Customer, the Customer will be informed and the Customer will be obliged to pay for this additional work according to the agreed rate. Thriven is not obliged to comply with this request and may require the Customer to conclude a separate Agreement for this and / or refer to a third party.
2. If the additional activities are the result of the negligence of Thriven, if Thriven has made an incorrect estimate or could reasonably have foreseen the relevant activities, no additional costs will be charged to the Customer.

12. Prices and payment

1. All prices, discounts, and promotions posted on our Website are subject to change and include taxes.
2. All prices in an Offer are including VAT, if applicable, unless otherwise agreed.
3. If we change our prices, that change will apply to purchases for the Services made after the date the change comes into effect.
4. Thriven performs its services in accordance with the agreed price. Travel time for the benefit of the Customer and travel-related costs will be charged to the Customer unless otherwise agreed.
5. The Customer is obliged to fully reimburse the costs of third parties deployed by Thriven after approval of the Customer, unless expressly agreed otherwise.
6. The Customer must pay the amount due on the basis of an advance or full advance payment as agreed, before commencing the performance of the Services. The Customer must pay the costs due, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of Thriven notified to it. Thriven has the right to suspend the Services if the agreed advance amount has not been received.
7. Available methods of payment (as amended from time to time) are displayed on the Website.
8. The Customer cannot derive any rights or expectations from previous Services or agreements unless explicitly agreed otherwise.
9. In the event of liquidation, insolvency, bankruptcy, involuntary winding-up of the Customer, the payment and all other obligations of the Customer under the Agreement become immediately due and payable.

13. Collection policy

1. If the Customer does not fulfill its payment obligation and has not fulfilled its obligation within the specified payment term, the Customer, being a Company, is in default by operation of law. The Customer, being a consumer, will first receive a reminder with a period of 14 days after the date of the reminder to comply with the payment obligation, including a statement of the extrajudicial costs if the Consumer does not fulfill its obligations within that period, before is in default.
2. From the date that the Customer is in default, Thriven will, without further notice of default, be entitled to the statutory commercial interest from the first day of default until full payment, and to calculate compensation for the extrajudicial costs in accordance with the Dutch Civil Code and the decree compensation extrajudicial costs (*besluit vergoeding voor buitengerechtelijke incassokosten, as amended from time to time*).
3. If, in relation to a Customer acting in the course of its business or profession, Thriven has incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. The integral judicial and execution costs incurred are also at the expense of the Customer.

14. Force majeure

1. Thriven is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation.
2. Force majeure on the part of Thriven is in any case understood to mean, but is not limited to: (i) force majeure on the part of suppliers of Thriven, (ii) failure to properly fulfill obligations of suppliers prescribed to Thriven by the Customer or its third parties or recommended, (iii) deficiency of software or any third parties involved in the execution of the service, (iv) government measures or other measures of authorised supervisory authorities, (v) failure of electricity, internet, data network and / or telecommunication facilities, (vi) illness of (employees or other persons working for and on behalf of) Thriven or advisers engaged by it and (vii) changes in rules and regulations (viii) other situations that, in the opinion of Thriven, fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. In case of force majeure, whereby the Services cannot or not completely be provided in time, the parties will discuss to see if it is possible to reschedule the performance of the Services. If this seems not possible the parties have the right to (partly) terminate the Agreement.

15. Limitation of Liability

1. If any result that is laid down in the Agreement is not achieved, a shortcoming on the part of Thriven will only be deemed to exist if Thriven has explicitly promised this result when accepting the Agreement.
2. If there is an attributable shortcoming on the part of Thriven, Thriven is only obliged to pay any compensation if the Customer has given Thriven notice of default within 14 days after discovery of the shortcoming and Thriven has not subsequently rectified this shortcoming within a reasonable period. The notice of default must be submitted in writing and contain such an accurate description / substantiation of the shortcoming, so that Thriven is able to respond adequately.
3. If the provision of Services by Thriven leads to liability on the part of Thriven, that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the

Customer, unless the damage is the result of intent, or intentional recklessness on the part of Thriven. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determine the cause of damage, direct damage, liability and the manner of recovery.

4. Thriven explicitly excludes all liability for consequential damage. Thriven is not liable for indirect damage, loss of profits, loss of profit and / or loss suffered, missed savings, damage due to business interruption, loss of capital, loss due to delay, interest damage and immaterial damage.
5. The Customer indemnifies Thriven against all claims from third parties as a result of a defect as a result of a service provided by the Customer to a third party and also consisted of Services provided by Thriven, unless the Customer can demonstrate that the damage was caused exclusively by the Thriven service.
6. Any information provided by Thriven on the basis of incomplete and / or incorrect information provided by the Customer is never a ground for liability on the part of Thriven.
7. The content of the advice delivered by Thriven is not binding and only advisory in nature. The Customer decides itself and under its own responsibility whether to follow the proposals and advice of Thriven mentioned therein. All consequences arising from the follow-up of the advice are at the expense and risk of the Customer. The Customer is at all times free to make its own choices that deviate from the advice provided by Thriven. Thriven is not bound by any form of refund if this is the case.
8. If a third party is engaged by or on behalf of the Customer, Thriven is never liable for the actions and advice of the third party engaged by the Customer as well as the processing of results (of advice drawn up) of the third party engaged by the Customer in Thriven's own advice.
9. Thriven does not guarantee the correct and complete transmission of the content of and e-mails sent by / on behalf of Thriven, nor the timely receipt thereof.
10. All claims of the Customer due to failure on the part of Thriven will lapse if they have not been reported to Thriven in writing and with reasons within one year after the Customer was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, Thriven's liability expires.

16. Confidentiality

1. Thriven and the Customer undertake to maintain the confidentiality of all confidential information obtained in relation to the Services. The confidentiality does not apply if the information in question is already public / generally known, the information is not confidential and / or the information has not been made known to Thriven by the Customer during the Agreement and / or has been obtained by Thriven in another way. In particular, the confidentiality pertains to reports, designs, working methods and / or reports drawn up by Thriven.
2. If Thriven is obliged on the basis of a statutory provision or a court decision to (also) provide the confidential information to a third party designated by law or competent court or indicated and Thriven cannot invoke a right of non-disclosure, Thriven is not obliged to pay any compensation and does not give the Customer any grounds for dissolution of the Agreement.
3. For the transfer or dissemination of information to third parties and / or publication of statements, or productions provided by Thriven to third parties, the explicit permission of Thriven is required. The Customer will indemnify Thriven against all claims from such third parties as a result of reliance on such information that has been distributed without the written permission of Thriven.

17. Intellectual Property Rights

1. All IP rights and copyrights of Thriven, including in any case, but not limited to all designs, models and reports rest exclusively with Thriven and are not transferred to the Customer unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned goods or works of Thriven will be transferred to the Customer, Thriven is entitled to conclude a separate agreement for this and to demand an appropriate monetary compensation from the Customer. Such a fee must be paid by the Customer before it obtains the relevant goods or works with the IP rights attached to them.
3. The Customer is prohibited from disclosing and / or multiplying, changing or making available to third parties (including use for commercial purposes) all documents and software on which the IP rights and copyrights of Thriven rest without the express prior written permission of Thriven. If the Customer wishes to make changes to goods delivered by Thriven, Thriven must explicitly agree to the intended changes.
4. The Customer is prohibited from using the goods and documents on which the intellectual property rights of Thriven rest other than as agreed in the Agreement.
5. The parties will inform each other and take joint measures if an infringement of IP rights occurs.
6. In case of violation of this, the Customer will owe an immediately payable fine of 10,000 euros as well as a fine of 500.00 euros for each day that the violation continues.

18. Indemnity and accuracy of information

1. The Customer itself is responsible for the correctness, reliability and completeness of all data, information, documents and / or records, in whatever form it provides to Thriven in the context of an Agreement, as well as for the data it has obtained from third parties. and which have been provided to Thriven for the performance of the Services.
2. Customer indemnifies Thriven against any liability resulting from non-compliance or late fulfillment of its obligations with regard to the timely provision of all correct, reliable and complete data, information, documents and / or records.
3. The Customer indemnifies Thriven against all claims from the Customer and third parties engaged by it or working under it, as well as from the Customer's customers, based on the failure to obtain (timely) any consents required in the context of the performance of the Agreement.
4. The Customer indemnifies Thriven against all claims from third parties arising from the work performed on behalf of the Customer, including but not limited to intellectual property rights to the data and information provided by the Customer that can be used in the performance of the Agreement and / or the acts or omissions of the Customer towards third parties.
5. If the Customer provides Thriven with electronic files, software or information carriers, the Customer guarantees that these are free from viruses and defects.

19. Fair use of our Website

19.1 You may not use the Website in such a way that violates any applicable laws and regulations.

19.2 You agree not to provide any information, data, or content to us that is incorrect, inaccurate, incomplete, or that violates any law or regulation. Also, you agree that you will not, nor allow third parties to:

- ✓ send viruses, worms, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose;
- ✓ investigate, scan or test the Website or any other related system or network, or violate any security or authentication;
- ✓ use any automated systems of software to withdraw data from the Website ("screen-scraping");
- ✓ make and distribute copies of the Website;
- ✓ attempt to sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Website.

19.3 If you receive personal data or other sensitive information from other Customers, you will keep this information secret.

20. Privacy

20.1 Thriven respects your privacy and abides by the EU General Data Protection Regulation (**GDPR**). When you use our Services, we will collect certain personal data from you. In our Privacy Policy you can read which personal data we collect and for what purposes. You can find our privacy policy at <https://thriven.nl/>.

21. Intellectual Property

21.1 All intellectual property rights in the Website, such as - but not limited to - patents, patent applications, trademarks, database rights, copyrights, domain names, licenses, know how, property rights and processes vest in Thriven or its licensors.

22. Warranty Disclaimer and Availability of the Website

22.1 You represent, warrant, and undertake to us that:

- ✓ You have full power and authority to accept these Terms and Conditions;
- ✓ If you represent a company, that you are fully authorised to represent the company;
- ✓ You understand and acknowledge that the Services contain general information and might not be specific or suitable for your needs and that if you want to trade in relation to the cryptocurrencies or financial instruments you must obtain your own independent legal, tax and other advice;
- ✓ You accept these Terms and Conditions for your own interests and not on behalf of any third party;
- ✓ You will not violate any applicable laws by accepting these Terms and Conditions and by receiving and using our Services;
- ✓ You understand and acknowledge that while we make reasonable endeavors to ensure the accuracy of the information that we provide, and which in turn, is provided to you, neither we nor any of our directors, employees or agents make any representation or warranty, express or implied, as to the accuracy or completeness of such information;

- ✓ Any information provided by you to Thriven is true, complete, accurate, up to date and not misleading; and
- ✓ You shall provide all assistance reasonably requested by Thriven to enable Thriven to comply with its obligations on the basis of our contractual relationship and on the basis of applicable rules and regulations.

22.2 Thriven warrants, represents and undertakes that it shall provide the Services with reasonable care and skill.

22.3 Thriven cannot and does not guarantee or warrant that files or data available for downloading from the internet will be free of viruses or other destructive code. You are solely and entirely responsible for your use of your computer, internet, and data security.

22.4 The Website is available on computers and handheld mobile devices running, for example, but not limited to, iOS or Android. Thriven will use reasonable efforts to make the Website is available at all times. However, the Customer acknowledges that the Website is provided over the internet and mobile networks and thus the quality and availability of the Website may be affected by factors outside Thriven 's reasonable control.

22.5 Thriven does not accept any responsibility whatsoever for unavailability of the Website, or any difficulty or inability to download or access content, or any other communication system failure which may result in the Website being unavailable.

22.6 Thriven is not responsible for any support or maintenance regarding the Website. Thriven may – at its own discretion – update, modify, or adapt the Website and their functionalities from time to time to enhance the user experience. Thriven is not responsible for any downtime resulting from these actions.

22.7 To the maximum extent permitted by applicable law, Thriven hereby disclaims all implied warranties regarding the availability of the Website. The Website is provided "as is" and "as available" without warranty of any kind.

23. [Helpdesk and advise](#)

23.1 Thriven has a helpdesk where you can ask questions about the Services. Thriven will only give advice about the Services. Thriven explicitly does not provide Customers any personal or financial advice.

23.2 All information, content and advise distributed by Thriven is general and contains in no way personal and/or financial advice. All use of these advices is at the sole risk of the Customer.

24. [Risks](#)

24.1 The Customer is aware of the risks associated with investing and trading.

24.2 The Customer is aware of the accompanying risks of possessing, trading and using cryptocurrencies and takes full responsibility for these risks.

25. [Liability and indemnification](#)

25.1 To the maximum extent permitted by applicable law you expressly understand and agree that Thriven and their respective directors, officers, employees or agents shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you in connection with your use of the Website or Services, however, caused and under any theory of liability including, but not limited to, any loss of profit, lost opportunities, loss of data suffered, or other intangible loss unless it concerns intent or gross negligence.

25.2 The limitations on our liability to you in this section shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

25.3 Thriven is not liable for third parties used by you in relation to or after the use of the Services. You are aware that if you use a third-party crypto exchange, you can lose all your fiat or crypto amounts held at that exchange.

25.4 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Thriven, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Services, including, but not limited to, your submissions, any use of the content, services, and products other than as expressly authorized in these Terms and Conditions.

26. [Miscellaneous](#)

26.1 Thriven reserves the right to change these Terms and Conditions. If we change these Terms and Conditions in a significant way, we will notify Customers by e-mail and post a notification on our Website along with the updated Terms and Conditions. By continuing to use (part of) the Services, you acknowledge the most recent version of these Terms and Conditions.

- 26.2 Thriven may assign or transfer all or part of its rights and obligations on the basis of the contractual relationship with you, including these Terms and Conditions to a third party. The Customer gives its consent in advance to such assignments and/or transfers.
- 26.3 The Customer cannot transfer the rights and obligations from these Terms and Conditions to third parties.
- 26.4 Thriven is authorized to communicate in English and/or Dutch and to communicate electronically only.

27. Severability

- 27.1 The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision of these Terms and Conditions. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

28. Applicable law and jurisdiction

- 28.1 These Terms and Conditions and our contractual relationship is governed by Dutch law.
- 28.2 The Amsterdam court is competent in relation to any disputes with respect to our contractual relationship, including these Terms and Conditions, unless mandatory law requires otherwise.

29. Complaints, comments and suggestions

- 29.1 Thriven strives to give you optimal service. If you have a complaint, comment or suggestion, you can contact us at support@thriven.nl. Please provide us with your contact details, and a clear description and reason for your complaint, comment or suggestion. Complaints are usually processed within 7 working days.

30. Disclaimer

- 30.1 Thriven provides the Services. We do not provide financial advice, investment advice, legal advice, tax advice or any other professional advice.
- 30.2 Thriven is not supervised by Dutch Central Bank, the Netherlands Authority for the Financial Markets or any other supervisory authority.
- 30.3 You acknowledge and agree that Thriven is not responsible for your use of any information that you obtain via the Services. Your decisions made in reliance on the Services or your interpretations of the data are your own for which you have full responsibility.
- 30.4 Thriven will try to represent all information shared by Thriven on the Website and in other services and/or products as good as possible. You acknowledge and accept that the information may be subject to change and/or may no longer be correct.
- 30.5 You acknowledge and accept that investing involves risks and that Thriven, its employees and/or its internal/external employees cannot be held liable in any way for the consequences of the information, tips, reports and/or shared via the Website, in relation to the Services or any other communication channels of Thriven. The Customer acknowledges and accepts that he / she is personally responsible for the choices he/she makes and is aware that it is strictly forbidden to reproduce, disclose and/or publish the information, tips, reports and products. in one way or another to make known to third parties.
- 30.6 Crypto assets are a relatively new, insufficiently tested technology. In addition to the risks related thereto, there are other risks associated with your use of the Services, and the purchase, holding and use of crypto assets, including those that Thriven cannot anticipate. The Customer acknowledges and agrees that it is also a risk to hold crypto assets with a third party, such as a crypto exchange. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein.
- 30.7 Anyone who invests money takes a financial risk and the Customer is aware of this. Returns can be higher or lower than average and will fluctuate more according to the risk associated with an investment. Every form of investing has good and bad times. Winning and loss-making trades will alternate. Financial markets can be extremely volatile. Very strong price movements cannot be foreseen or avoided and can cause big losses and big profits.
- 30.8 The Customer acknowledges that returns achieved in the past are no guarantee for the future.
- 30.9 References and/or hyperlinks to other websites that are not the property of Thriven are only included for information purposes. Thriven does not provide any guarantee and cannot be held liable with regard to the content of the Website or any other communication channel of Thriven.
