

Terms and Conditions/customer agreement (January 2023)

1. Our services

Thriven B.V. with address Zuidplein 36, 1077 XV, Amsterdam and registered with the chamber of commerce under number 81242883 and VAT number 862011851B01 is an online Software as a Service (SaaS) provider allowing customers to receive signals for certain supported crypto assets.

Thriven B.V. specializes in providing specific signals for third party crypto exchange accounts. This method makes it possible for crypto-assets holders to trade and manage crypto assets in a structured and automated manner. The connection between Thriven B.V. and the crypto account(s) of the customers is based on an Application Programming Interface (**API**) key.

2. Definitions

- **Customer, you, your;** a natural or legal person that uses or wishes to use (all or part of) our Services.
- **Services;** the services offered by Thriven, including the Website, Software and additional services offered by Thriven to its Customers.
- **Supported crypto assets;** the crypto assets supported by us in relation to our Services, as amended from time to time. You can find the supported crypto assets on our Website.
- **Terms and conditions;** these terms and conditions which apply to every Customer that uses or wishes to use the Services and that are an integral part of your agreement with us.
- **Third party crypto account;** an account held by the Customer with a third party crypto exchange.
- **Thriven, we, us, our;** Thriven B.V., with address at Zuidplein 36, 1077 XV, Amsterdam and registered with the chamber of commerce under number 81242883, and any legal successor.
- **Website;** the website of Thriven, www.thriven.nl, and/or any other website of Thriven which replaces this website or is an additional website of Thriven in relation to the Services.

3. Rules and regulations

- 3.1 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 and concerning transactions with cryptocurrency in your jurisdiction.
- 3.2 It is your responsibility to verify if the relevant cryptocurrency exchange is authorized to offer its services to you.
- 3.3 It is your responsibility to ensure compliance by you with the laws of any relevant jurisdiction in connection with the Services.
- 3.4 Thriven does not provide investment, legal or tax advice. 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. Registration and personal account

- 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/>;
 - ✓ not be included in any sanction list and if you are a legal person this applies to your ultimate beneficial owner(s) and representatives;
 - ✓ have or create a third party crypto account with an exchange supported by us (as amended from time to time);
 - ✓ be aware of and accept the risks associated with cryptocurrencies and holding cryptocurrencies at a certain third party crypto account;
 - ✓ provide us with sufficient information and cooperate with any reasonable information requests, for example to verify if you comply with these Terms and Conditions;

- ✓ have an account with us.
- 4.2 If you want to use our Services, you need to register on our Website and create a personal account.
- 4.3 You must protect the login details of your account and keep your password strictly secret. We will assume that all actions taken from your account are done by you or under your supervision and if you are a company, are done by the relevant authorised representatives.
- 4.4 You may not create an account under someone else's name or act like someone else in any other way.
- 4.5 You agree to provide up-to-date, complete, and accurate information on your account. You agree to promptly update your personal account and personal account details, including your bank account details and email address, when necessary, for example to ensure 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 Software

- 5.1 The Software of Thriven provides you a service to receive signals, which signals can automatically be executed on your third party crypto account for the supported crypto assets. In this respect you can:
 - ✓ Receive signals to place buy/sell orders on a third party supported crypto-asset exchange using the capabilities of third-party APIs and API features of Thriven. On request, Thriven can provide approval and possibilities to link the Software to more accounts held at a third party supported crypto exchange or to several third party crypto accounts held with different third party supported crypto exchanges.
 - ✓ Indicate/configurate the (risk) parameters used for the Software.
- 5.2 The Software can be applied to, and you give us an instruction that the Software may be applied to, all funds available of the supported assets on the relevant exchange account, unless explicitly agreed differently. The trades can relate only a part of or more than the funds available, depending on the risk profile/indicators chosen by you.
- 5.3 You acknowledge and agree that the form and nature of the Software (or any Software or API features) may change at any time without prior notice to you.
- 5.4 To use the Software, you need to have a third party crypto account on an exchange supported by Thriven. The supported exchanges (as amended from time to time) are stated on our Website. Thriven is authorized to change or remove the supported third-party crypto exchanges, for example if the exchange is not authorized (anymore) to offer the relevant services. Thriven will inform you of changes in the supported third-party crypto exchanges.
- 5.5 The third party crypto exchange used by you offers exchange services in relation to cryptocurrency and/or tokens. You are responsible for the creation and management of the third party crypto account(s). You are only allowed to connect a third party crypto account to the Software that is held in your name and held by you for your own behalf (whereby you are not acting for or on behalf of another person or entity and you will not hold any crypto or other assets on that account on behalf of any other person or entity).
- 5.6 You need to make sure that the API allows Thriven to only provide signals/execute cryptocurrency trades and not to transfer any kind of assets from your exchange account to Thriven and/or other third parties.
- 5.7 When you use the Software, you can always manually interfere with the trades. However, manually interfering with the trades could have negative effects on the operation and performance of the Services.
- 5.8 You accept the execution of all signals provided by our Software on the third party crypto account, which will result in automatic trading on the account held by you with the relevant third party crypto exchange. You always have the option to, manually, interfere with the trades or to stop the Software.

6. Provision of Software usage

- 6.1 You need a subscription as described in article 8 to get access to our Software and other Services.
- 6.2 You agree that your order is an offer to purchase under these Terms and Conditions, which must be accepted by us. We may choose not to accept orders at our sole discretion, even after we send you an order confirmation e-mail.
- 6.3 Upon accepting your order after receipt of your complete sign-up details, other requested information and payment, Thriven grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Software and only as permitted by these Terms and Conditions.
- 6.4 You acknowledge that Thriven's API is an integral part of the Software and is subject to these Terms and Conditions. Access to regular and documented features of the API may become available automatically after acceptance of your subscription. You agree to use the API solely for establishing an electronic connection to third-party services that;
 - ✓ have provided such functionality as the regular feature of their Software or information system;
 - ✓ have granted and authorized you with such access; and

- ✓ have regulated cooperation and/or have concluded agreements with you in accordance with the laws of your respective jurisdiction.

7. Suspension of Software usage and other Services

- 7.1 You acknowledge and agree that Thriven may stop (permanently or temporarily) providing the Software (or any features/portion of the Software) and other Services in its sole discretion. We will inform you if we stop providing the Software and/or other Services and your payment obligations will (permanently or temporarily) be cancelled once we (permanently or temporarily) stop providing the Software. We strive to continue to provide the Software and to keep our Website available. However, the Software or the access to the Website can be discontinued due to several circumstances such as maintenance and including due to external circumstances for example relating to the internet, the API, malfunction of our systems, malfunction of third-party systems and services or other unforeseen circumstances.
- 7.2 Thriven is entitled to (temporarily or permanently) block your account/suspend your subscription and deny you access to the Website and/or Software, for example if we suspect abuse or if we suspect that you do not comply with these Terms and Conditions, including conditions and policies and payment obligations referenced herein.
- 7.3 Thriven can apply the above-mentioned authorizations in its sole discretion including:
- ✓ If Thriven knows or reasonably suspects that providing the Services regarding your subscription or the use by you of the Software and/or your account is or could be fraudulent or involves any criminal activity, including money laundering or terrorist financing or could otherwise be in breach of applicable law.
 - ✓ If there is a change in applicable rules and regulations that impacts our contractual relationship.
 - ✓ If Thriven reasonably believes that it is necessary or desirable to do so to protect the security of the Account, including circumstances where any account details may have been lost or stolen;
 - ✓ If it is obliged to do so as a result of any law or regulation or the direction/ instructions of any authorized authority or regulatory body;
 - ✓ If you spread information which puts the performance of the Services in danger for other Customers such as, but not limited to, encouraging Customers to interfere with the provided Software by executing trades manually;
 - ✓ If an event occurred that would make providing the Services commercially unreasonable for Thriven.

8. Subscriptions and payments

- 8.1 Subscriptions can be requested on our Website or via any of other method indicated by Thriven. Subscriptions for the first subscription period are offered per month. Subscriptions are offered in different categories, whereby different Services and a different price is connected to the relevant subscription category. The available categories with the relevant services and prices are available on the Website.
- 8.2 As a part of the subscription request, you must provide Thriven with the (online) subscription form and the requested information. After submitting the form, Thriven will decide if you will be accepted to use the Services. Further, it is possible that the Services are not (yet) available, whereby you can be listed on the waiting list until the Services will become available.
- 8.3 If you are approved, you can proceed with the subscription payment for the first month. Upon receiving the payment, an e-mail is provided with further instructions. You will provide Thriven with a SEPA mandate to deduct the relevant monthly amount from your payment account during your subscription period. The monthly amount is due and payable on the 1st day of the relevant subscription month.
- 8.4 You are allowed to request to change (upgrade or downgrade) your subscription category during the subscription period. If you upgrade your subscription category the new category will be applicable within 48 hours after the receipt of your upgrade request. The price will be adjusted on a pro rata basis for that month. As of the 1st day of the next subscription month, the full monthly amount for the revised category applies. If you downgrade your subscription category the new category will be applicable as of the 1st day of the next subscription month. As of that day the price will be adjusted to the new subscription category.
- 8.5 As a part of the subscription category, a maximum trading balance is set for a Third party crypto account which is connected to our Software. Thriven will provide its Services in relation to the full amount held on the connected Third party crypto account. Customers are responsible to stay below the maximum trading balance of the chosen subscription category. This means that if the amount on the Third party crypto account exceeds the threshold, an amount needs to be transferred to another account of you.
- If you wish to exceed the maximum trading balance of your subscription category on a Third party crypto account which is connected to our Software, you must request to change your subscription category (as described in 8.4). If you don't request to change your subscription category during the subscription period but you exceed the maximum trading balance, Thriven will try to inform you within one month after exceeding the limit that your

maximum trading balance is exceeded and that Thriven upgrades your subscription category to the next (higher level) subscription category as of the 1st day of the next subscription month. This means that your monthly subscription amount will also be adjusted as of the 1st day of the next subscription month for your revised subscription category. You can use the additional services connected to your revised subscription category as of that day as well.

If you don't want to switch to the upgraded subscription category because your maximum trading balance is exceeded, you should withdraw part of your trading balance on a Third party crypto account which is connected to our Software to ensure that the balance is below the maximum trading balance of your subscription category. Further, you need to inform us via support@thriven.nl that you wish to stay in your previous subscription category before the 1st day of your new subscription period. After that time, you can use the downgrade possibility as described in 8.4.

- 8.6 Available methods of payment (as amended from time to time) are displayed on the Website.
- 8.7 You may not subscribe for/create an account with us under someone else's name or act like someone else in any other way.
- 8.8 For new Customers, the subscription period starts on the first day of the subscription period, which is indicated by us.
- 8.9 For current Customers, the new subscription period starts at the day after the Customer's old subscription period ends.
- 8.10 The Customer can cancel the subscription at least 48 hours before the end of the subscription period. The account of the Customer will remain active until the end of the relevant subscription period.
- 8.11 A subscription will be automatically extended on a monthly basis after expiration of the first subscription period, unless the Customer terminates the agreement with us as per the end of the subscription period to avoid automatic renewal of the subscription within the account of the Customer. A request for termination should be provided to us before the end of the term of the subscription period and should be received by us at least 48 hours before the end of the subscription period.
If we have not received a termination request, the subscription will be automatically extended and the Customer will receive an invoice for the next month of the new subscription period.
A Customer can request for suspension of the subscription as per the end of a subscription period. This request should also be received by us at least 48 hours before the end of the subscription period. As a result, the Customer would keep his/her account with us, but the access to the Software and other Services will be suspended. The payment obligations will also be suspended.
A Customer can resubscribe/activate the access to the Software and the other Services within the account of the Customer or a Customer can request a new subscription on our Website.
- 8.12 We can and are authorized to receive commissions from supported third party exchanges in relation to a referral of a Customer.

9. Pricing and offers

- 9.1 All prices, discounts, and promotions posted on our Website are subject to change and include taxes.
- 9.2 You will be charged the price agreed at the time the order is placed for the first month. You provide us with a SEPA mandate to deduct the agreed price on a monthly basis from your bank account until your subscription is terminated in accordance with these Terms and Conditions. You are authorised to request for a change in your subscription category during the subscription period. If your subscription category changes during the subscription period, you will pay the relevant category amount as of the date of the change of your subscription category (pro rata if applicable, in case of an upgrade). Additional charges or taxes may be applied by third parties such as payment service providers or banks. The agreed price is a fixed amount per period and does not depend on any results on your third party crypto exchange account and should be paid in advance.
- 9.3 When a subscription is automatically extended on a monthly basis after expiration of the first subscription period, you will be charged our monthly, fixed price for the subscription category similar to the last subscription category applicable to your subscription, which price you can find on our Website, on the 1st day of the relevant subscription month. If you do not pay timely, we are authorised to stop the Services and a late payment compensation can be charged for. If you would like to change your subscription category after the end of your monthly subscription period, you can inform us 48-hours before the end of your subscription period and the new category will apply as of the 1st day of your new subscription period. Thriven is authorised to change available subscription categories and related services. If Thriven stops providing a certain subscription category Customers will be informed before the change. If at the end of the subscription period the relevant category is not available anymore and the Customer has not indicated its preference for a subscription category, the most similar category (in Services and price) will be applied by Thriven.
- 9.4 If we change our prices, that change will apply to purchases made or changes in subscription categories after the date the change comes into effect. Changes for current Customers will apply as of the 1st day of the next subscription period.

- 9.5 The payment information you supply to us and any payment service provider we may use from time to time is true, correct and complete.
- 9.6 A set-off right by you is excluded.
- 9.7 Thriven is not responsible for any transaction costs. The transaction costs depend on the policy of the relevant crypto exchange and the agreement that you have with the relevant crypto exchange and will be paid by you to the crypto exchange.

10. Termination and withdrawal of the subscription for the Services

- 10.1 If you are a consumer (natural person, not acting in the course of its business or profession) and if you obtained your first subscription, you are authorized to cancel the subscription within 14 days by sending an email to: support@thriven.nl in which you clearly state that you wish to cancel your subscription. Please note that any trades performed on the basis of the Software cannot be made undone.
- 10.2 If you withdraw the subscription, you will pay pro rata for the period you have already been able to use the Software. You will get the rest of the paid amount back as a refund on the same bank account, held in your name.
- 10.3 If you wish to terminate your Thriven account and your subscription for the Services, you can send an email with this request to support@thriven.nl. Your subscription will be terminated at the end of your subscription period. Your request needs to be received at least 48 hours before the end of the subscription period.
- 10.4 Unless otherwise agreed, trading will be stopped on the last day (at 12 pm) of your subscription period and open positions will be closed at market prices.
- 10.5 You can inform us at any time that you do no longer wish to use the Services. To stop trading while the subscription is still valid, an e-mail has to be sent to support@thriven.nl. We strive to stop trading within 72 hours upon receiving the e-mail and open positions will be closed at market prices. You can also terminate the API connection to stop the Software. However, to enable us to close positions a request is required. Your payment obligation stops at the end of your subscription period.
- 10.6 We can terminate our contractual relationship and your subscription for the Services by informing you by sending an email to the email address provided by you. We will in principle use a notice period of one month. However, we are authorized to terminate our contractual relationship and your subscription with immediate effect if this is required in relation to rules and regulations, instructions from authorities or if we suspect that you act contrary to these Terms and Conditions or if there are other circumstances that make this in our view necessary. We can also terminate our contractual relationship and your account if you have requested us to suspend your subscription.
- 10.7 We may terminate your use of/access to the Software and/or access to the account, APIs, features, functionality, products and services made available, at any time if we suspect that you act contrary to these Terms and Conditions or if there are other circumstances that reasonably make this necessary.
- 10.8 If Thriven detects unauthorized or suspicious actions with your account/subscription, your account and access to the Services may be temporarily blocked until all circumstances have been clarified and, if necessary, all required information has been received.

11. Fair use of our Software and Website

- 11.1 You may not use the Website or Software in such a way that violates any applicable laws and regulations.
- 11.2 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 Software 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, discord groups or Software ("screen-scraping");
 - ✓ make and distribute copies of the Website or Software;
 - ✓ 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 or Software and/or the signals received on the basis of the Software;
- 11.3 If you receive personal data or other sensitive information from other Customers, you will keep this information secret.

12. Privacy

12.1 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 the Website.

13. [Intellectual Property](#)

- 13.1 All intellectual property rights in the Website and the Software, 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.
- 13.2 Upon accepting your order after receipt of your complete sign-up details, other requested information and your payment(s), Thriven grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Software and only as permitted by these Terms and Conditions.
- 13.3 Thriven may revoke this license with immediate effect in the event that the Customer violate(s) this license or other obligations under these Terms and Conditions.

14. [Warranty Disclaimer and Availability of the Website and Software](#)

14.1 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 we do not warrant that the Software is suitable or appropriate for your needs and that 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.

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

14.3 Thriven provides no warranties or representations regarding the Software including but not limited to that;

- ✓ the Software will meet your requirements or that the Software is appropriate for use by Customers in all jurisdictions;
- ✓ the Software will be uninterrupted, timely, secure or defects-free;
- ✓ the results obtained from use of the Software will be accurate or reliable or stable over a longer period; or
- ✓ that any as well-known as still not detected defects will be corrected.

14.4 Thriven cannot and does not guarantee or warrant that files or data available for downloading from the internet or the Software will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Software and your computer, internet, and data security. To the maximum extent permitted by applicable law, Thriven, its respective directors, officers, employees and agents will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Software or any services or items found or attained through the Software or to your downloading of any material posted on it, or on any third party platform linked to it.

14.5 The Website and Software are 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 and Software available at all times. However, the Customer acknowledges that the Website and Software are provided over the internet and mobile networks and thus the quality and availability of the Website and Software may be affected by factors outside Thriven's reasonable control.

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

- 14.7 Thriven is not responsible for any support or maintenance regarding the Website or Software. Thriven may – at its own discretion – update, modify, or adapt the Website or Software and their functionalities from time to time to enhance the user experience. Thriven is not responsible for any downtime resulting from these actions.
- 14.8 To the maximum extent permitted by applicable law, Thriven hereby disclaims all implied warranties regarding the availability of the Website and Software. The Website and Software are provided "as is" and "as available" without warranty of any kind.

15. Helpdesk and advise

- 15.1 Thriven has a helpdesk where you can ask questions about the Services. Thriven will only give advice about the functioning of the Services. Thriven explicitly does not:
- provide Customers any personal advice on recommended settings for the Services;
 - provide Customers any personal financial advice.
- 15.2 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.

16. Risks

- 16.1 The Customer is aware of the risks associated with investing and trading the supported crypto assets and short selling and other relevant aspects in relation thereto.
- 16.2 The Customer is aware of the accompanying risks of possessing, trading and using cryptocurrencies and takes full responsibility for these risks.
- 16.3 The Customer is aware that Thriven is in no way liable for any losses and/or lost profits incurred by the Customer through trading the supported crypto assets.
- 16.4 The Customer declares that he can bear any financial loss due to the trading of the supported crypto assets.
- 16.5 Thriven is not obliged to monitor investments and/or to notify the Customer of any investment losses that the Customer may incur. Thriven is not obliged to notify the Customer if any positions in the Customer's account are or are likely to be automatically closed by the third party crypto exchange. Thriven cannot be held responsible for any losses or foregone profits. The Customer acknowledges to have been informed by Thriven with regard to the characteristics and risks that cryptocurrencies generally entail.

17. Liability and indemnification

- 17.1 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 Software, 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.
- 17.2 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.
- 17.3 Thriven is not liable for third parties used by you in relation to the Software. 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 and you accept the risk.
- 17.4 Thriven is explicitly not liable for any damage if Thriven has terminated your subscription or (temporarily or not) has blocked your access to the Software.
- 17.5 Thriven explicitly is not liable for any damage if the API is disconnected or if the trades are not executed while the Software was connected or if open positions are not closed due to your manual interference or if trades are not executed due to external circumstances.
- 17.6 Thriven is not liable for individual differences in trading results between Customers due to, but not limited to, signal-to-action delays and the order matching mechanism provided by a third party crypto exchange and/or other third parties.
- 17.7 Thriven is not liable for any losses or changes on your Third party crypto account due to the fact that you did not adjust the trading amount in accordance with your subscription category held on the Third party crypto account in accordance with these Terms and Conditions.
- 17.8 Thriven cannot be held responsible for delayed or non-entry of orders in the market and for any losses or lost profits resulting from this.
- 17.9 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 Software, 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.

18. Miscellaneous

- 18.1 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.
- 18.2 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.
- 18.3 The Customer cannot transfer the rights and obligations from these Terms and Conditions to third parties.
- 18.4 Thriven is authorized to communicate in English and/or Dutch and to communicate electronically only.

19. Severability

- 19.1 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.

20. Applicable law and jurisdiction

- 20.1 These Terms and Conditions and our contractual relationship is governed by Dutch law.
- 20.2 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.

21. Complaints, comments and suggestions

- 21.1 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.

22. Disclaimer

- 22.1 Thriven provides the Software. We do not provide financial advice, investment advice, legal advice, tax advice or any other professional advice. We are not a broker or portfolio manager.
- 22.2 Thriven is not supervised by Dutch Central Bank, the Netherlands Authority for the Financial Markets or any other supervisory authority.
- 22.3 You acknowledge and agree that Thriven is not responsible for your use of any information that you obtain on/via the Software. Your decisions made in reliance on the products or services or your interpretations of the data are your own for which you have full responsibility. You expressly agree that your use of the Software is at your sole risk.
- 22.4 Thriven will try to represent all information shared by Thriven on the Website and in other services and/or products as good as possible. The user acknowledges and accepts that the information may be subject to change and/or may no longer be correct.
- 22.5 Thriven acknowledges and accepts 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 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.
- 22.6 The Customer acknowledges and agrees that the Customer may lose some or all of its assets. Crypto assets are a relatively new, insufficiently tested technology. In addition to the risks included herein, 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.

22.7 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. Extreme price movements can cause big losses and big profits.

22.8 The Customer acknowledges that returns achieved in the past are no guarantee for the future.

22.9 References and/or hyperlinks to other websites that are not the property of Thrive are only included to inform the User. Thrive does not provide any guarantee and cannot be held liable with regard to the content of the Websites or any other communication channel of Thrive.

