

# Terms and conditions for TRDR Console

The service "TRDR Console" is offered over the internet in the form of Software-as-a-Service by the company TRDR. The use of TRDR Console is subject to the below terms and conditions. Using TRDR Console constitutes acceptance of these terms and conditions.

## Article 1. Use of the service

- 1.1. With TRDR Console, you can view data about cryptocurrency markets on several different exchanges using a single overview provided by TRDR.
- 1.2. To use TRDR Console, you first need to register. After completing registration, you can log into your account and use TRDR Console. The agreement with you is established by the full completion of the registration process and the moment of payment by you.
- 1.3. An account and the login details are strictly personal and may not be shared with any other person. In particular, you must keep the password strictly confidential.
- 1.4. TRDR processes your personal data. Consult the [privacy statement](#) of TRDR for more information.
- 1.5. The content of TRDR Console has been compiled with the greatest care. TRDR does not guarantee that the data and information provided on TRDR Console are free of errors or inaccuracies.

## Article 2. Terms of use

- 2.1. It is not permitted to use TRDR Console for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2. Should TRDR discover that you violate any of the above, or receive a complaint alleging the same, then TRDR may intervene to end the violation.
- 2.3. If in the opinion of TRDR the continued functioning of the computer systems or network of TRDR or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, TRDR may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.4. TRDR is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.5. TRDR may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless TRDR from all third-party claims arising out of your violation of these terms of use.

### **Article 3. Trial period**

- 3.1. The trial period gives you free access to the "Pro" plan from the moment you activate the trial period in your account.
- 3.2. The purpose of the trial period is to allow you, as a new user, to try out the Service. TRDR will determine at its own discretion whether you are eligible for the trial period and may limit the use and/or conditions to prevent abuse of the trial period.
- 3.3. At the end of the trial period, you regain access to the "Free" plan automatically. In order to continue using the "Pro" plan (or any other paid plan), you must enter into an agreement via your account.

### **Article 4. Availability and maintenance**

- 4.1. TRDR uses its best efforts to have TRDR Console available at all times but makes no guarantees about uninterrupted availability.
- 4.2. TRDR actively maintains TRDR Console. In case maintenance is reasonably expected to negatively impact availability, TRDR will carry out such maintenance at times when use of the service is relatively low. Emergency maintenance can take place at any time.
- 4.3. TRDR may from time to time adapt TRDR Console. Your feedback and suggestions are welcome but ultimately TRDR decides which adaptations to carry out (or not).

### **Article 5. Complaints**

- 5.1. TRDR takes complaints and reports with regard to the TRDR Console very serious. In case of questions, remarks or complaints, TRDR may be contacted by means of the appropriate contact option on the website.
- 5.2. TRDR will respond to complaints about TRDR Console as soon as possible, but at the latest within fourteen (14) days after receipt.

### **Article 6. Support**

- 6.1. You will always remain responsible for the use of TRDR Console.
- 6.2. TRDR will provide a reasonable level of support through the website (or channels communicated to you). However, TRDR does not guarantee that all problems or requests made by you will be dealt with.

## **Article 7. Intellectual property**

- 7.1. TRDR Console, the accompanying software as well as all information and images on the website is the intellectual property of TRDR. None of these items may be copied or used without prior written permission of TRDR, except and to the extent permitted by mandatory law.
- 7.2. You acknowledge and agree that all intellectual property rights in and to the settings and configurations created by you are owned by TRDR Console and shall, notwithstanding the terms of this terms and conditions, remain vested in TRDR Console.
- 7.3. TRDR Console grants to you a non-exclusive license to use the software and associated information and settings as set out in paragraphs 1 and 2 for the duration of the agreement. This license does not include the right to sublicense or sell. You may only multiply or disclose (the results of) the software for non-commercial purposes.
- 7.4. Information you store or process using the service is and remains your property. TRDR receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.
- 7.5. If you send information to TRDR, for example a bug report or suggestion for improvement, you grant TRDR a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.
- 7.6. TRDR shall refrain from accessing data you store or transfer using TRDR Console, unless this is necessary for a good provision of the service or TRDR is forced to do so by law or order of competent authority. In these cases, TRDR shall use its best efforts to limit access to the information as much as possible.
- 7.7. TRDR is entitled to use your data anonymously for statistical analyses. In addition, TRDR is entitled to monitor the use of the service, on the basis of which it can make recommendations to you.

## **Article 8. Compensation for the service**

- 8.1. The use of TRDR Console is subject to a fee which is due every month or every year. The fee must be paid in advance.
- 8.2. Payment is possible by PayPal money transfer, Coinbase cryptocurrency transactions, or any payment method as specified on the website.

## **Article 9. Right of revocation**

- 9.1. You have the option to dissolve the agreement without giving reasons within a period of 14 days from the day on which you paid for the service of TRDR.
- 9.2. If you exercise the right of revocation described in paragraph 1, you will be obliged to pay for the services already provided by TRDR prior to revocation of the service.
- 9.3. You can exercise the right of revocation described in paragraph 1 by sending the European model revocation form (digitally) to TRDR, or by unambiguously notifying TRDR of your right of revocation in another way. In the case of a digital notification, TRDR acknowledges receipt of such notification.
- 9.4. In the case of prepayment TRDR will refund the overpayment as soon as possible, but at the latest within 14 days after termination of the service. TRDR will do this in the same way as the initial payment of the order.

## **Article 10. Limitation of liability**

- 10.1. Except in case of intentional misconduct or gross negligence, the liability of TRDR shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 10.2. TRDR in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 10.3. Damages may only be claimed if reported in writing to TRDR at most two months after discovery.
- 10.4. In case of force majeure TRDR is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

## **Article 11. Term and termination**

- 11.1. This agreement enters into force as soon as you first use TRDR Console and then remains in force until terminated.
- 11.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.
- 11.3. TRDR is entitled to terminate the agreement if you have not used TRDR Console at all in the last 18 months. In such an event TRDR shall first send a reminder mail to the e-mail address connected to your account.
- 11.4. Please note: it is not possible to export data you store or process using the service.

## **Article 12. Changes to terms**

- 12.1. TRDR may change or add to these terms and conditions as well as any prices at any time.
- 12.2. TRDR shall announce through the service changes to pricing at least 30 days before their taking effect.
- 12.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of TRDR Console after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

## **Article 13. Miscellaneous provisions**

- 13.1. Dutch law applies to this agreement.
- 13.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with TRDR Console shall be brought before the competent Dutch court for the principal place of business of TRDR.
- 13.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the TRDR Console shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 13.4. The version of any communication of information as recorded by TRDR shall be deemed to be authentic, unless you supply proof to the contrary.
- 13.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 13.6. TRDR is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of TRDR Console or the associated business activities.