

General

The fine print, also known as general terms and conditions about our services. In the general terms and conditions we answer your detailed questions.

Article 1 – Definitions

- [On The Chain](#): Trade name of On The Chain B.V. The natural or legal person who offers products, (access to) educational content, software and/or services to customers on location or remotely located in Voorthuizen.
- Getting Started with Crypto: Trading name and subscription form of On The Chain.
- Manage your Crypto: Trading name and subscription form of On The Chain.
- Review your Crypto: Trading name and subscription form of On The Chain.
- Protect your Crypto: Trading name of On The Chain.
- Management: the person ultimately responsible for all activities and the policy of On The Chain.
- Coach: the person who provides one or more Counseling on behalf of On The Chain.
- Gender neutrality: where "he" is mentioned in these terms and conditions, reference is always made to the person, regardless of his gender.
- Introductory meeting: see Start meeting.
- Start Conversation: A conversation to introduce On The Chain and Customer to each other and to coordinate what On The Chain can deliver as Guidance to the Customer.
- Guidance: education, course, training, workshop, coaching, counseling or any other meeting with the aim of transferring and/or increasing the knowledge and/or skills of the Client.
- Portfolio App: See App.
- App: The application to keep track of the Client's crypto portfolio.
- Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession.
- Company: the natural or legal person who acts for purposes related to his trade, business, craft or profession.
- Customer: Consumer or company.

Article 2 – Applicability of the General Terms and Conditions

1. These general terms and conditions apply to all offers, quotations and all agreements between On The Chain and the Customer.
2. Deviations from these general terms and conditions can only be agreed in writing and signed by both parties.

3. On The Chain has the right to unilaterally revise the general terms and conditions. If it does so, it will inform customers with a current contract in good time.

Article 3 – Start of conversation

1. The Customer can register for a free Start Meeting via the websites.
2. After receipt of the registration by On The Chain, the Customer will receive a written confirmation with practical information for scheduling the Start Meeting.
3. Via the link in the confirmation, the Client can choose a date and time for the Start Meeting.
4. During the Start Meeting, it is determined what the Customer wants in terms of guidance and what On The Chain can deliver.
5. The Client will then receive a written report of the Start Interview with possibly a quotation for Guidance.

Article 4 – Guidance

1. The Client can register for the Guidance via the website or in response to the quotation email of the previous Start Meeting.
2. After receiving the confirmation of the quotation by On The Chain, the Client will receive an invoice for the quotation.
3. After payment of the invoice by the Client, the Guidance is scheduled in consultation with the Client.
4. The price of the Guidance per session of 1 hour is stated on the quotation and invoice.
5. The Client has a **14-day cooling-off period** after registration , but a maximum of **7 days before the start** of the Guidance. This means that he can revoke his registration in writing within 14 days of registration. If the Guidance has already been paid at that time, the amount already paid will be fully refunded to the same account number within two weeks.
6. Costs for readers, tea and coffee are included in the price if the guidance takes place at location(s) of On The Chain.
7. Quotations are without obligation and have the period of validity included in the quotation. After the period has expired, the quotation expires. If the customer nevertheless wishes to make use of this, On The Chain is not obliged to enter into an agreement and retains the right to make changes to the quotation.

Article 5 – Subscriptions

1. The Customer can choose one of the subscription packages of On The Chain via the websites.
2. The Customer subscribes for free and paid subscriptions with his name and address details.

3. Before starting a paid subscription, a one-time payment with direct debit authorization must have taken place.
4. When choosing an annual subscription, the Customer will receive a discount on services as indicated on the website.
5. After receiving the registration of the free subscription or a one-time payment with direct debit authorization for a paid subscription by On The Chain, the Customer will receive an account for the App and an invitation to the Start Conversation.

Article 6 – Cancellation and refund

1. Cancellation of the Guidance is possible up to 1 week before the start of the Guidance. If the Guidance has already been paid at that time, the amount already paid will be refunded in full to the same account number within two weeks.
2. In the event that On The Chain cancels, the Guidance already paid will be refunded in full within two weeks, without any obligation to pay interest or compensation.
3. The Client is responsible for attending a Counselling. On The Chain does not refund money for late or non-appearance.
4. Canceling a free subscription: You can cancel immediately. Your access to the app will be blocked immediately. Your data will be deleted after 30 days.
5. Cancelling a month's subscription: You can cancel up to five working days before the current end date. After this period, your subscription will end 30 days after the last payment.
6. Cancel a one-year subscription: You can cancel up to one month before the end date. After this period, your subscription will end one year after the last payment. If you cancel within the notice period, your subscription will end on the end date of the prepaid term.
7. Interim cancellation is possible without obligation of On The Chain to refund.

Article 7 – Overpower

1. The Client is entitled to invoke force majeure if there is a situation that is not attributable to him and could not have been foreseen, at the discretion of On The Chain. In the event of force majeure, On The Chain will make every effort to create a catch-up opportunity for the Guidance or to proceed with reimbursement. Examples of force majeure are suddenly getting a serious illness or disability. Financial problems, moving, large crowds or having a child are not seen as force majeure. In the event of financial or personal problems, a payment arrangement can be discussed. If On The Chain itself has to cancel Guidance by invoking force majeure, it will always make every effort to offer an opportunity to catch up on Guidance as soon as possible.
2. A Client cannot claim a refund of money after the Guidance has been followed.

Article 8 – Privacy

1. All privacy-sensitive information known to or provided by Customers or On The Chain is confidential and subject to a confidentiality obligation. Information is considered confidential if this arises from the nature of the information or if it can reasonably be assumed by the participants that it concerns confidential information.
2. On The Chain processes personal data and handles it in accordance with the GDPR. This is detailed in the 'Privacy statement and cookie policy' mentioned on the website.
3. Anyone who registers for Guidance, takes out a subscription, fills in a contact or introduction form can sign up for the mailing list with which he is kept informed of other Guidance or products of On The Chain. Someone can unsubscribe from the newsletter at any time.
4. Making sound or image recordings during the Guidance is not permitted, unless this is done by On The Chain with the approval of the Client.

Article 9 – Intellectual property rights

1. Study materials, curriculum and competencies are the property of On The Chain and are subject to Copyright. Customers only have the right to use it for their own learning purposes. Publication or transfer in any other way is expressly prohibited. The Copyright also rests on the additions that Coaches have made or use.
2. All information, including the request for quotation, data, documents and other business information, that is provided and/or produced by On The Chain to the Client in the context of the (formation of the) Agreement, may not be used by them in any other way than for the purpose for which it was made available to it and remains the property of On The Chain at all times.
3. Customers should be aware that all study materials, including materials that are wholly or partly produced by third parties such as books, film recordings, etc., are subject to Copyright and that no part of it may be reproduced, stored in a digital file and/or published without the permission of On The Chain or the author.

Article 10 – Liability

1. On The Chain does not provide financial advice, but financial education. We give you the knowledge to take responsibility for your own financial future. On The Chain is not a financial advisor and explicitly does not intend to be. On The Chain's communications are exclusively educational in nature and cannot be construed as financial, legal or tax advice in any way.
2. On The Chain is not liable for claims that originate from the Guidance followed and the teaching materials used. Furthermore, she is not liable for theft, physical or psychological injury caused during study activities. Participation in the Guidance is entirely at the Client's own risk. This is

only different if the damage was demonstrably caused intentionally or by deliberate recklessness by (employees of) On The Chain.

3. On The Chain is not liable for the accuracy of entered data. The Customer is responsible for the correct entry or linking of its data in the App. The Customer agrees that On The Chain is not liable to the Customer for any misrepresentation of insights by such data, and the Customer hereby waives any right of action against us arising from such inaccuracy of entered data.
4. On The Chain is not liable for the unavailability of any third party services that affect the operation of the App. The Customer agrees that On The Chain shall not be liable to the Customer for any impact on the operation of the App by third parties, and the Customer hereby waives any right to action against us arising from any such impact on the operation of the App by third parties.
5. On The Chain is not liable for loss of data. Although we make regular routine backups of data, the Customer is solely responsible for any data it transmits or relating to any activities it has undertaken using the App. The Customer agrees that On The Chain shall not be liable to the Customer for any loss or corruption of such data, and the Customer hereby waives any right of action against us arising out of any such loss or corruption of such data.
6. If there is a well-founded liability claim, it can never exceed the maximum amount to be paid out by the insurer.
7. On The Chain cannot be held liable for consequential damages.
8. The Customer indemnifies On The Chain against claims from third parties. They are themselves liable for what they cause, possibly unintentionally, and are deemed to be adequately insured for this.

Article 11 – Complaints

1. If the Customer has a complaint, he must always first make it known to On The Chain. On The Chain has a complaints procedure and handles the complaint in accordance with this complaints procedure. Complaints about a procedure in which an objection has already been decided are no longer open to submitting a complaint unless this complaint concerns the procedure.
2. Out of respect for each other and in the knowledge that communication via social media can be very damaging and escalating, the parties have agreed that there will be no communication via social media about the Guidance nor about Clients, Coaches or other parties involved.

Article 12 – Applicable law

1. All quotations and agreements between On The Chain and the Customer or third parties are governed by Dutch law. The Dutch court has exclusive jurisdiction to hear disputes.