

# Terms and Conditions

*Version 1.0 / Last update: November 2020*

Welcome at **Forecast Capital B.V.** (hereafter also “**FRCST**” or “**we/our**”). We offer online software as a service (SaaS) through our website <https://www.frcst.com> (the “**Website**”). Our software (“**Software**”) enables you to trade and invest in cryptocurrencies by means of an automated crypto trader bot – of which (solely) you control and configure the settings by means of the mobile app as downloaded by you from Google Play or Apple App store.

These terms and conditions (the “**Terms**”) apply to the relationship between **FRCST** and you for any use of the Website and the Software that **FRCST** offers. You cannot use the Software without accepting these Terms.

## 1. Definitions

1. **FRCST**: Forecast Capital B.V., a limited liability company incorporated under the laws of the Netherlands. The company is registered with the Dutch Chamber of Commerce under registration number 58939113. The company’s registered office is at Stadionkade 95 / 3, 1076 BL Amsterdam. **FRCST** is also referred to as “**we**”.
2. **End user(s)**: individual private person(s) or legal entity making use of the FRCST Website or Software. Users are also referred to as “**you**”.
3. **Software**: the software FRCST has developed to enable Users to trade in crypto currencies on the crypto market, in the form of a crypto trader bot. The Software is also referred to as “**FRCST**”. The Software is available through the Website <https://www.frcst.com>.
4. **Signals**: information provided by external advisors that scan the crypto market and provide the Users with signals and trading tactics. Users have the option to configure the Software as such that it will automatically buy currencies on the basis of information from Signals.
5. **Exchange**: Exchange refers to the trading platforms where assets are traded on behalf of the client by the software of the service provider on behalf of the client.

## 2. Registration and personal account

1. If you want to use our Website and Software, go to <https://www.frcst.com>. You will need to register and create a personal account in order to use the Website and Software.
2. 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.
3. You agree to provide up-to-date, complete and accurate information on your account. You agree to promptly update your personal account when necessary, so that we can contact you if needed.



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### 3. Applicability of general terms and conditions

1. These terms and conditions apply to all offers, activities, agreements and deliveries of services or goods by or on behalf of the service provider.
2. The agreement always contains best efforts obligations for the service provider, not obligations for results.

### 4. Payment and subscriptions of end users

1. Invoicing and payment takes place in advance. The amount to be invoiced is based on the result of the previous month.
2. Every user who purchases services from the client is entitled to a free trial of the services for a period of 1 month.
3. Subscription price = € 19,95 (excluding VAT).
4. The amount to be invoiced as referred to in paragraph 4.1 and 4.2 will be charged for a period of 12 calendar months, or as long as the end user is a customer of the client. After this period, this amount expires and the end user is entitled to continuation of services without this monthly fixed fee. The variable remuneration as described in paragraphs 4.5 and 4.6 continues to apply.
5. Per user who purchases services from the client, a percentage of the profit realized in the relevant month will be charged to the client for services provided to the end user. This variable part is only applicable per month if a positive return has been achieved in the relevant month based on the services provided by the service provider and the end user has not fallen below its maximum performance.
6. The percentage referred to in paragraph 4.5 is determined as follows: 20% of the realized positive return will be charged on the monthly invoice if the end user's balance of all possible bots does not exceed € 50,000. 15% of the realized positive return will be charged on the monthly invoice if the end user's balance of all possible bots is higher than € 50,000 and no higher than € 250,000. 10% of the realized positive return is charged on the monthly invoice if the end user's balance for all possible bots is higher than € 250,000.
7. Five days before the monthly subscription expires, the service provider will send a payment request to the end user on behalf of the client. This payment request is repeated twice until payment has been made or until the subscription has ended.
8. The end user is not obliged to proceed to payment of the invoice made payable and if payment is not made, the service will be tacitly terminated.
9. If, after termination, the end-user still pays the invoice that has been made payable, the service will start again for a period of one month at the moment the payment has been processed by the service provider.

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10. After termination of the service to the end user, the user's registration will be deleted after twelve months and will be registered as a new user in the event of a new registration and the 12 months of the fixed fee will commence as described in paragraphs 4.3 and 4.4.
11. Invoicing per end user by the service provider to the client takes place simultaneously with the executed invoicing to the end user. The payment term is set at 1 week and will be collected by direct debit.
12. If the client does not pay within the agreed term, he will be in default by operation of law, without any reminder being required. From that moment on, the service provider is entitled to suspend the obligations until the client has fulfilled its payment obligation.
13. If the client remains in default, the service provider will proceed to collection. The costs related to that collection will be borne by the client. If the client is in default, he owes statutory interest, extrajudicial collection costs and other damage to the service provider. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.

### **5. Payment and subscriptions of end users**

1. Invoicing and payment takes place in advance. The amount to be invoiced is based on the result of the previous month.

### **6. Other financial agreements**

1. The offers and invoices stated prices are exclusive of the VAT due, unless otherwise agreed.

### **7. Implementation of the agreement**

1. The service provider will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

### **8. Force majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by the service provider in the fulfillment of any obligation towards the client cannot be attributed to the service provider in the event of a circumstance independent of the will of the service provider, which means that the is wholly or partially prevented towards the client or as a result of which the fulfillment of his obligations cannot reasonably be expected of the service provider. These circumstances also include defaults on the part of suppliers or other third parties, no or insufficient availability of the Exchange, power failures, computer viruses, strikes, bad weather conditions and work interruptions.

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## 9. Liability

1. Any liability for damage arising from or in connection with the performance of an agreement is always limited to the amount invoiced by the service provider in the relevant month and paid by the contractor.
2. Nothing in these Terms shall exclude or limit **FRCST's** liability when it cannot be excluded or limited under applicable law.
3. **FRCST** is not liable to you for any (direct or indirect) damage you suffer as a result of the use of the Website or Software or the content provided thereon. For example, **FRCST** is not liable for:
  - a) the proper functioning of (hyper)links provided by the Website or Software;
  - b) the quality of any template containing settings, provided by Users on the Website;
  - c) the (lack of) financial benefit for the Users through the use of the Website or Software;
  - d) any situation where Users mobile device, login details and/or password is stolen and any third party subsequently makes use of the Website or Software without User's consent;
  - e) any damage or alteration to User's equipment including but not limited to computer equipment or a handheld device as a result of the installation or use of the Website or Software;
  - f) a failure to meet any of **FRCST's** obligations under these Terms where such failure is due to events beyond **FRCST's** reasonable control.

## 10. Duty to complain

1. The client is obliged to immediately report complaints about the work performed to the service provider in writing. The complaint contains a description of the shortcoming that is as detailed as possible, so that the service provider is able to respond adequately.

## 11. Fair use of our Website and Software

1. By using our Website and Software, you declare to be at least 18 years old.
2. You may not use the Website and Software in such way that you violate the Dutch law or any other applicable laws and regulations.
3. As a condition for using the Website and Software, you agree not to provide any information, data or content to us or the Website and Software that is incorrect, inaccurate, incomplete or that violates any law or regulation. **In addition, you agree that you will not, nor allow third parties to:**

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- a) enter any non-public / secure areas of the Website or Software;
  - b) send viruses, worms, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose;
  - c) investigate, scan or test the Website of Software or any other related system or network, or violate any security or authentication;
  - d) use any automated systems of software to withdraw data from the Website (“screen-scraping”);
  - e) make and distribute copies of the Website or Software;
  - f) 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;
  - g) or create derivative works of any kind whatsoever.
4. You may not create an account under someone else’s name or act like someone else in any other way.
  5. In case the account concerns a corporate account, only an authorized person is allowed to trade with the corporate account. It is the responsibility of the user of the corporate account that only authorized persons have access to the account.
  6. If you receive personal data or other sensitive information from other users, you will keep this information secret.
  7. **FRCST** is entitled to (temporarily or permanently) block your account and deny you access to the Website, if we suspect abuse of the account or the Website. We can also block your account or deny you access to the platform if you do not comply with these Terms, including conditions and policies referenced herein.

### 12. Privacy

1. **FRCST** respects your privacy and anticipate the EU General Data Protection Regulation (GDPR). When you make use of our Website and Software, 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 here: <https://www.frcst.com/privacy>

### 13. Intellectual property

1. **FRCST** is the exclusive licensee of all intellectual property rights vesting in and relating to (all content made available through) the Website and the Software, such as – but not limited to – patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes (“**Intellectual Property Rights**”).

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2. **FRCST** grants its Users a non-transferrable, non-exclusive, non-sublicensable and revocable license intended for fair use of the Website and Software on the subscription basis as offered by us at <https://www.frcst.com>. You are not allowed to access the content of the Website and Software for any other purpose, such as selling or distributing the content of the Website and Software.

### 14. Availability of the Website and Software and disclaimer of warranties

1. The Website and Software are available on computers and handheld mobile devices running iOS and Android. **FRCST** will use reasonable efforts to make the Website and Software available at all times. However, User 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 **FRCST's** reasonable control.
2. **FRCST** 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.
3. **FRCST** is not responsible for any support or maintenance regarding the Website or Software. **FRCST** 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. **FRCST** is not responsible for any downtime resulting from these actions.
4. To the maximum extent permitted by applicable law, **FRCST** 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. Other provisions

1. The client understands and accepts that all risks and provisions below are the full responsibility of the client and indemnifies the service provider in its entirety from any form of damage or inconvenience that occurs as a result of this service.
2. Client understands and accepts that trading in crypto entails great risk and results are unpredictable.
3. Client understands and accepts that market developments of all cryptos are unpredictable.
4. The Client understands and accepts that the Client is responsible for all trades that this platform executes on behalf of the Client for the benefit of the end user.

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5. The Client understands and accepts that the Client indemnifies the service provider against all risks and damage resulting from the use of his platform, including but not limited to financial losses.
6. The Client understands and accepts that the software acts on the basis of settings that have been successful over a longer historical period and that this offers no guarantee for the future.
7. The client understands and accepts that results achieved in the past will not be a guarantee for the future.
8. Client understands and accepts that the software of the service provider by means of the api-keys and secret-key of the end users crypto can buy / sell, perform fund transfers between main and isolated margin accounts, request balances and request historical transactions. All this to keep the platform and bot functioning properly. The software cannot transfer money from the end user's trading account to other accounts (withdrawals).
9. Client understands and is responsible for providing the risks involved in trading crypto for end users.
10. Client understands and ensures correct instruction to end user regarding the security of accounts on the Exchange. At a minimum, this instruction includes that the account with the Exchange must have a complex password and that two-factor authentication must be enabled to properly secure the account.
11. The Client understands and accepts that the service provider can unilaterally terminate the services of individual end users without stating a reason after the end of the paid month.

### 16. Helpdesk, advice and disclaimer

1. **FRCST** has a helpdesk where User can ask questions about the Website and Software. **FRCST** will only give advice about the functioning of the Website and Software.
2. **FRCST** explicitly does not:
  - a) Give Users any personal advice on recommended settings;
  - b) Give Users any personal financial advice.
3. **FRCST** may upload general tutorials and academy videos on the Website, about the functioning of the Website and Software.
4. All tutorials, videos and templates uploaded by **FRCST** are general and contain in no way personal and/or financial advice. All use of these advices is at the sole risk of the User.
5. Signallers are not provided by **FRCST**, but they are provided by external advisors. All use of Signallers is at the sole risk of the End User.

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## 17. Indemnification

1. Users will indemnify, defend, and hold **FRCST** harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of third party claims regarding:
  - a) any injury or damages resulting from behaviour of User related to the use of our Website and Software; and
  - b) breach by User of these Terms or violation of any applicable law, regulation or order.

## 18. Miscellaneous

1. **FRCST** reserves the right to change these Terms. When we change these Terms in a significant way, we will notify Users by **FRCST** Website or Software. By continuing to use the Website, you acknowledge the most recent version of these Terms.
2. If we do not enforce (parts of) these Terms, this cannot be construed as consent or waiver of the right to enforce them at a later moment in time or against another User.
3. User cannot transfer the rights and obligations from these Terms to third parties.

## 19. Severability

1. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. 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

1. These Terms shall exclusively be governed by and construed in accordance with the laws of the Netherlands.
2. Unless mandatory law compels differently, all disputes resulting from or arising in connection with these Terms shall be exclusively submitted to the competent court of Amsterdam, the Netherlands, unless the dispute can be settled in an amicable fashion.
3. If one or more provisions of these general terms and conditions are considered unreasonably onerous in legal proceedings, the other provisions will remain in full force.

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### 21. Complaints, comments and suggestions

1. **FRCST** strives to give you optimal service. If you have a complaint, comment or suggestion, you can contact us at [info@frcst.com](mailto:info@frcst.com). Please provide us with your contact details, and a clear description and reason for your complaint. Complaints are usually processed within 7 working days.

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**1076 BL Amsterdam**  
**The Netherlands**  
**Chamber of Commerce number: 58939113**  
**VAT number: NL8532.46.294B01**