

## **GENERAL TERMS AND CONDITIONS**

Welcome to BitCar-One.

We reserve the right to update these terms and conditions from time to time. Such amendments will be effective immediately upon posting on the website. It is your responsibility to review these terms and conditions regularly.

### **1. Preliminary remarks**

(1) BitCar-One is an innovative company that offers interested customers the brokerage of high-quality products (motor vehicles, watches, jewellery, etc.).

(2) BitCar-One offers to process all payments that are or will be necessary for the execution of the brokerage contract (see No. 9). It is possible to process payments in freely convertible currencies or specified crypto currencies. Payments in cash, regardless of the amount, are excluded.

(3) Before ordering a chargeable service or otherwise entering into a chargeable contractual relationship, you will be informed separately about the content of the respective chargeable order, the prices and the terms of payment (brokerage contract). The contractual relationship in this regard shall then arise in each case upon e-mail confirmation of the order by BitCar-One.

(4) As a service provider/intermediary, BitCar-One is not a party to the sales transaction and is not involved in the billing of the participating dealers/buyers. Furthermore, BitCar-One has no influence on the logistics and is not responsible for quality control.

It is expressly pointed out that payments of any kind are processed by an external payment service.

### **2. KYC, AML**

(1) BitCar-One reserves the right to demand proof of age and identity as part of a 'KYC procedure'.

(2) You are fully responsible for the legality and correctness of the data and documents you provide.

(1) Intentionally and/or fraudulently provided false information may result in civil action.

(2) BitCar-One reserves the right to demand proof of the origin of the funds/cryptocurrencies provided for the purchase of the ordered goods (AML).

(3) BitCar-One reserves the right to refuse orders without giving reasons.

(4) BitCar-One refers to its domiciliary right with regard to the use of its services.

### **3. Termination of contract**

(1) BitCar-One may terminate the brokerage contract at any time without notice if there is an important reason that justifies immediate extraordinary termination without prior warning. Important reasons within the meaning of sentence 1 include in particular:

- Particularly serious violation of the terms and conditions,
- Fraudulent or other particularly serious illegal activities when using the BitCar-One offer
- Transmission of false or misleading information to BitCar-One
- Fraudulent, unlawful or otherwise improper use of BitCar-One offers
- Causing damage and other harm of any kind to BitCar-One or other customers or sales partners of BitCar-One.

Unauthorised distribution, reproduction, publication or other use in breach of contract of documents, information, etc. provided by Bitcar-One.

(5) You can terminate your brokerage contract at any time with due notice, whereby sending the notice of termination by email to [info@bitcar-one.com](mailto:info@bitcar-one.com) is sufficient for the notice of termination to be effectively received.

(6) In the event of a termination of the brokerage contract, payments made (e.g. brokerage fee) will be forfeited. Furthermore, Bitcar-One reserves the right to prove and invoice expenses incurred in the course of preparing / implementing the usage contract.

### **4. Disclaimer, liability in other respects**

(1) BitCar-One cannot be held liable for false information provided by you in the course of placing the order.

(2) With reference to BitCar-One's risk notice, BitCar-One is also not liable for the desired success that the client has sought to achieve by placing an order.

(3) In all other respects, BitCar-One shall only be liable for damages other than those arising from injury to life, limb or health if these are due to intentional or grossly negligent action or to culpable violation of an essential contractual obligation (e.g. delivery to the customer) by BitCar-One, its employees or agents. This also applies to damages resulting from the violation of obligations during contract negotiations and from the performance of unauthorised actions. Any further liability for damages is excluded.

(4) Except in the event of injury to life, limb or health or intentional or grossly negligent conduct on the part of BitCar-One, its employees or vicarious agents, liability is limited to the typically foreseeable damages at the time of conclusion of the contract and, in terms of amount, to the average damages typical for the contract average damages. This also applies to indirect damages, in particular lost profits.

## **5. Data protection**

(1) BitCar-One collects and uses the data you voluntarily provide only in accordance with the law. The detailed provisions for data protection can be found in our [privacy policy](#).

## **6. Miscellaneous a) Trademarks and copyright**

(1) BitCar-One is the sole holder of the rights of reproduction, distribution, processing and all copyrights in relation to you, as well as the right of intangible transmission and reproduction of the BitCar-One website and the individual contents, services and other developed services and property rights contained therein. BitCar-One reserves the exclusive right to use all services and the content, materials, trademarks and trade names contained therein (such as the designations BitCar-One and the associated logo). Use without the express permission of BitCar-One constitutes a violation of these terms and conditions and may result in legal action.

(1) BitCar-One will take action against any infringement of copyrights, trademarks or other intellectual property rights and BitCar-One reserves the right to take appropriate legal action to enforce its rights.

## **7. Payment service provider:**

**All payments and transactions that become necessary in the course of an agency contract are processed by:**

The sole communication with the aforementioned payment service provider is carried out by BitCar-One.

## **8. Messages and notifications**

Messages from BitCar-One are sent via the official communication channels of the company or to the email address you provided when placing the order. You are responsible for ensuring that your contact details are always up to date.

## **9. No warranty/change, restriction of BitCar-One services Transfer to third parties**

(1) You access the website and the services of BitCar-One at your own risk.

(2) BitCar-One has the right to make changes to the website and the services offered by BitCar-One without prior notice or liability.

(3) BitCar-One does not warrant

that it is legal for you to use or advertise the services of BitCar-One or to participate in any activities of BitCar-One under the jurisdiction of the court having jurisdiction over you under your national law;  
that access to the BitCar-One website will be error-free, uninterrupted, timely or secure at all times.

(4) BitCar-One reserves the right to transfer, assign, sublicense or pledge its business operations, individual assets arising therefrom or individual rights and obligations under the brokerage contract to third parties, in whole or in part, without prior notice, provided that the third party also complies with the applicable contract law and other laws.

## **10. Applicable law and jurisdiction**

(1) Your legal relationship with Bitcar-One is subject to the law of the domicile of Bitcar-One. Mandatory provisions of the state in which you have your habitual residence remain unaffected.

(2) All disputes arising in connection with the services of BitCar-One are subject to the jurisdiction of the registered office of Bitcar-One. Mandatory provisions of the state in which you have your habitual residence remain unaffected.

## **11. Final provisions**

(1) Amendments or supplements to these terms and conditions must be made in writing. This also applies to the cancellation of the written form requirement.

(2) Should any of the clauses of these GTC be invalid or incomplete, the entire brokerage contract shall not be invalid. Rather, the invalid clause shall be replaced by a valid one that comes closest to the economic purpose of the invalid clause. The same shall apply to the closing of any gap that needs to be filled.

(3) BitCar-One may change these terms of use and the privacy policy at any time. Any important change will be brought to your attention in one of the forms designated for messages and notifications before it comes into effect.

(4) You can download the current terms of use as a PDF file free of charge at any time.