



November 2024

LondonLink (GI) Limited Terms and Conditions

*** PLEASE READ THESE TERMS AND CONDITIONS (THE “TERMS”) CAREFULLY. IT IS CRITICAL THAT YOU FULLY UNDERSTAND THESE TERMS BEFORE ACCESSING OR USING OUR SERVICES. WHEN OPENING AN ACCOUNT ON OUR [WEBSITE](#), YOU ARE INVITED TO AGREE WITH THESE TERMS. BY CLICKING ACCEPT, OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. ***

Version 3.0

Last updated: 22 November 2024

THE COMPANY

1. LondonLink (GI) Limited (referred to as “LondonLink”, “us”, “we”, “our” or “ourselves”) is incorporated in Gibraltar with registered number 121194 and has its registered office at Suite 8, Block 2, Watergardens, Waterport Road, GX11 1AA, Gibraltar.
2. We are a provider of Cryptoassets services in Gibraltar. We are not registered as a provider of any Cryptoasset services in any other jurisdiction. Any residents of any jurisdiction outside of Gibraltar entering into this Agreement confirm to LondonLink that they do so on their own initiative and have not been solicited to do so.
3. The Services we offer are subject to anti-money laundering compliance and registration requirements under Gibraltar’s Proceeds of Crime Act 2015.

RISK WARNING

4. Purchasing and investing in Cryptoassets is a high-risk activity which incurs risks which are not inherent in managing traditional financial instruments and other assets. The value of Cryptoassets can be highly volatile, which is beyond our control, and previous performance of Cryptoassets is not indicative of future performance. Cryptoassets may not be liquid, and Cryptoasset investments may result in partial or total loss.
5. Our Risk Disclaimer provides more information regarding these risks. It is updated from time to time and can be found on our website at <https://londonlink.io/risk-disclaimer/>.
6. By using our Website and our Services, you acknowledge and agree that:
 - (a) you are aware of the risks associated with transacting in Cryptoassets;
 - (b) you assume all risks with respect to your use of the Services; and
 - (c) LondonLink is not responsible or liable for any such risks or adverse outcomes.

DEFINITIONS

7. The capitalised terms in these Terms are defined in the Schedule.

VALIDITY AND MODIFICATION OF TERMS

8. These Terms enter into force on the day you confirm your agreement to them and are valid indefinitely until they are terminated. These Terms may be amended or supplemented only by agreement between you and us, unless otherwise provided for in these Terms. We reserve the right, when important circumstances arise, to unilaterally change these Terms, informing you of the same before the effective date of those amendments. New Terms will be published on our Website. If you inform us that you do not agree to the amendments, you have the right to terminate these Terms. If you do not exercise the right to terminate the Terms before the amendments enter into force, you are deemed to accept the amendments to the Terms.

TERMS

Legal agreement

9. When logging in to our Website as part of the registration process, you are invited to agree to these Terms, as well as to our [Risk Disclaimer](#), [Privacy Policy](#) and [Acceptable Use Policy](#).

We recommend that you print a copy of our Terms for future reference.

10. When you click the box stating “I agree to the Terms and Conditions” or similar prompt when registering a User Account:
 - (a) these Terms become a legally binding agreement between you and LondonLink, and these Terms including all other terms indicated in clause 9 and elsewhere in these terms will be made available for you to download as a durable copy via our Website;
 - (b) you confirm that your knowledge of English is sufficient to understand the meaning of these Terms, the Risk Disclaimer, Privacy Policy, Acceptable Use Policy, [Cookie Policy](#) and all English-language communications between us, and you agree on the use of English language in our communications. You hereby consent that you will not hold LondonLink liable for any losses or damages resulting from a misunderstanding of these Terms, the Risk Disclaimer, Privacy Policy, Acceptable Use Policy, Cookie Policy and/or communications from us resulting from your limited knowledge of the English language; and
 - (c) by subsequently using our Website and Services, you further acknowledge that you have read, understood and agree to be bound by and comply with these Terms, and have read and understood the Risk Disclaimer, Privacy Policy, Acceptable Use Policy and Cookie Policy in their latest version, as they may be amended from time to time by LondonLink, as well as with all applicable laws and regulations.
11. These Terms are in English, and all future communications will also be in English. We may communicate with you via email or other electronic means in relation to matters arising under these Terms.
12. If you do not agree with these Terms or do not understand the Terms, the Risk Disclaimer, Privacy Policy, Acceptable Use Policy and/or Cookie Policy, you must not use our Website or Services.
13. By registering as a User, you represent and warrant that:
 - (a) you have read, understood and accept these Terms and have read and understood the Risk Disclaimer, Privacy Policy, Acceptable Use Policy and Cookie Policy;
 - (b) you are 18 years of age or older or have the legal capacity to enter legally binding agreements under applicable laws. Misrepresenting your age to access our Services is a breach of these Terms;
 - (c) registering as a User and using our Website and our Services are not actions prohibited or otherwise in violation of the laws and regulations of the country, state, province, or other jurisdiction in which you reside or of which you are a citizen, and that your dealing will comply with all relevant laws and regulations affecting you. You agree to immediately stop using our Website and Services if these actions become prohibited or otherwise in violation of the laws and regulations after your registration as a User; and
 - (d) you are not using our Website or Services on behalf of any third party.
14. You may not use our Website or Services to engage in the following non-exhaustive categories of activity (“**Prohibited Uses**”). If you are uncertain as to whether your use of our Services involves a Prohibited Use, or have questions about how these requirements apply

to you, please contact our team. By agreeing to these Terms you agree that you will not use your User Account, our Website or Services:

- (a) in any way that breaches any applicable local, national or international law or regulation. This includes market abuse activity and market manipulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) for the purpose of gaining or attempting to gain unauthorised access to LondonLink systems;
- (e) to send, knowingly receive, upload, download, use or re-use any material which is damaging or potentially damaging to the goodwill of LondonLink or any individual or entity related to us;
- (f) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (g) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware (including but not limited to the server(s) on which our Website is stored and any server, computer or database connected to our Website); or
- (h) in any way that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interferes with, intercepts or expropriates any system or information. This includes denial-of-service attacks and distributed denial-of-service attacks. We will report such attacks to the relevant law enforcement authorities and will cooperate with them by disclosing your identity to them.

Scope

15. These Terms govern the relationship between you and your use of our Website and our Services. They also set out the rights and obligations of said use.
16. You understand that any documentation and publication made available on our Website and any notifications made on or through our Website with regards to the Services provided by LondonLink are also binding with regards to your activity on our Website.
17. The Personal Data collected on or through our Website that we may need to process to provide you with our Services shall be processed in accordance with our Privacy Policy, which can be found on our website at <https://londonlink.io/privacy-policy/> and provided to you on request if you email us at hello@londonlink.io, and in observance of any rule, law and regulation as may be applicable to us from time to time when carrying out such processing. Our Privacy Policy is updated from time to time.
18. You agree that we may also use this information for marketing purposes. If you do not wish to receive marketing information you can withhold your consent to this during the registration process or at any time thereafter.

19. In case of any discrepancy between these Terms, the Risk Disclaimer, Privacy Policy, Acceptable Use Policy and Cookie Policy, these Terms shall prevail over all other documents related thereto.

KEY PROVISIONS

No Protections Under Compensation Schemes

20. Any Fiat transferred by you to us for the purpose of executing a trade is not protected by any deposit guarantee scheme or any other scheme.

Non-Reversible Cryptoasset Transactions

21. Distributed ledger technology does not allow for the reversal, deletion, removal or amendment of any Transactions which will be recorded. You understand and accept that any Transactions involving Cryptoassets are not reversible. You agree that once a Transaction has been executed, it cannot be cancelled and you cannot withdraw from it in any way.

Liability and Indemnity

22. To the maximum extent permitted by applicable law, LondonLink shall not be liable for any financial loss suffered by you unless this results from the gross negligence, fraud or wilful default of LondonLink or from a breach by LondonLink of applicable laws and regulations, and, in any event, to the maximum extent permitted by applicable law, LondonLink shall not be liable for any direct or any indirect consequential loss (including loss or profit). LondonLink shall have no liability for any market or trading losses you may incur, or for any losses resulting from delayed payments or any other act or omission of third-party merchants and/or payment providers.
23. You agree to indemnify, defend and hold us, our shareholders, officers, directors, employees, agents, consultants, subsidiaries, partners, affiliates, and licensors, harmless against any and all claims, actions, costs, losses, damages, penalties, fines, liabilities, judgments and expenses (including reasonable legal costs) arising out of, resulting from, or in any way related to, your use of our Services or any breach by you of these Terms.
24. We reserve the right to decline to Execute any Order for you for any justified reason whatsoever. The value of your investments and the income arising therefrom may decrease as well as increase. We shall not be held liable for any loss incurred by you arising from changes in market conditions or market fluctuations.
25. The indemnity set out in these Terms is in addition to, and not in lieu of, any other remedies that may be available to LondonLink under applicable law.
26. Any advertising material (including social media posts, video content, articles, blog posts, and any further content produced by LondonLink) is purely informative and shall not serve as investment advice, marketing of financial products or as personal recommendations to you.
27. Any delay or failure by LondonLink to exercise any right or remedy under these Terms shall not be interpreted as a waiver of that right or remedy or stop LondonLink from exercising its rights at any subsequent time.

Fees

28. We charge you fees for the Services we provide you. Information on the fees that apply to

you is available either in these Terms or when you log in to your Account, and if you are a P2P customer via the relevant P2P Platform. By agreeing to be bound by these Terms, you are giving your consent for those charges and fees to be applied by LondonLink.

29. By confirming your agreement to enter into a particular trade, you are giving your consent for the corresponding fees to be applied by LondonLink.

30. We may modify our fees at any time without prior notice to you.

Transaction Fees

31. We charge Transaction Fees to process Cryptoasset transactions on your behalf. We will calculate Transaction Fees at our discretion and will provide you the Total Order Value for your confirmation. The Transaction Fee consists of a Blockchain Fee that is payable to the relevant third party that validates the transaction on the relevant blockchain and a markup fee that we charge for processing your Order.

32. Particularly during periods of high volume, illiquidity, fast movement or volatility in the Cryptoasset market, the Transaction Fee at which an Order is Executed may be different from the prevailing Transaction Fee indicated to you at the time of your Order. In such a case we will execute your Order only if you agree with the updated Total Order Value prior to executing it. If not, we will cancel your order.

33. After the Order is executed, we do not accept any returns or give Refunds for your purchase of Cryptoassets, except as otherwise provided in these Terms.

Bank Charges

34. Financial institutions may apply Bank Charges to Fiat transfers. You understand and agree that you shall be liable to pay all Bank Charges that arise in relation to transfers of Fiat to us or from us to you.

Admin Fees

35. We may charge an Admin Fee for the time spent processing work required to remediate errors made by a customer. The Admin Fee will be charged at 50 Euros per hour.

Anti-Money Laundering Legislation

36. LondonLink is obliged under proceeds of crime legislation to verify the identity of our customers and carry out due diligence to combat financial crime, money laundering and terrorist financing ("**AML Requirements**"). As a result, we will need to make certain enquiries and to obtain information from you for this purpose. In providing this information you declare and affirm to us that such assets and/or cash introduced to us by you will be from lawful sources and not deemed to be unlawful, illegal or immoral, either in their country of origin or in Gibraltar.

37. It is absolutely prohibited for you to use our Website or our Services for the purpose of engaging in money laundering activities, including but not limited to cleaning money, hiding money, attempting to obscure the source of funds or attempting to circumvent financial regulations or restrictions.

38. We take a zero-tolerance approach to any illegal activity you are, or may become, involved in. If we suspect you have attempted to engage, or are engaging, in money laundering,

terrorist financing or proliferation financing, you and any other Users who are found to be involved will be blacklisted from using our Website and Services. We are fully committed to our legal and regulatory responsibilities in this regard and will report any activity we consider suspicious to the appropriate authorities, including but not limited to the Police and/or the Gibraltar Financial Intelligence Unit.

Security

39. It is your responsibility to:
- (a) have secure access to the internet when using our Services;
 - (b) ensure that you securely store the private keys for any Cryptoassets which you hold in your own private wallet(s). You may not rely on our assistance in this regard; and
 - (c) ensure the security of the methods of communication that you use to interact with us and our Services.
40. You will indemnify us for any losses which may be incurred as a result of breaches arising from defects in your security practices.

Fraud Detection

41. You must notify us immediately if you suspect or become aware of any fraud or unauthorised use of your User Account or any other breach of security by contacting support or emailing fraud@londonlink.io.
42. Upon receipt of such written notice, LondonLink shall take reasonable steps to protect your User Account. LondonLink is entitled to accept and rely on Orders, authorisations, instructions and any other actions coming from you prior to receiving notice that a User Account has been compromised.
43. If you share, whether intentionally or otherwise, your User Account login credentials with any third party, or allow any third party to access your User Account or to trade with us on your behalf, LondonLink will not be liable for any losses that you may incur as a result of a third party using your User Account or trading on your behalf with or without your knowledge.

Complaints

44. We have a written complaints procedure, a copy of which is available on request. If you are dissatisfied with any of our Services or feel you have suffered a loss through any actions of LondonLink, its directors, employees or agents, then you should email us at complaints@londonlink.io, detailing the nature of your complaint and the redress you are seeking.

OUR WEBSITE AND USER ACCOUNTS

Registration & Verification

45. In order to access our Services, you must first register as a User via our Website.
46. As part of the registration process, you are required to provide us with certain information and documentation, including but not limited to your email address and valid proof of ID.
47. You authorise LondonLink to use the Personal Data and other information you provide through

the registration process and later for the purposes of identity verification and other screening procedures. If you fail to reply promptly to any request from us for information or documentation, or if your responses are unsatisfactory, we may close or suspend your User Account and/or you may be unable to use the Website and Services.

48. You authorise LondonLink or a third-party service provider to take any measures deemed necessary to verify and authenticate your identity, confirm the information you submit and to take any action we deem necessary based on the results of our investigations.
49. If you provide any information that is, or that we have reasonable grounds to suspect to be, inaccurate, misleading, outdated or incomplete, we reserve the right, in our sole and absolute discretion, but subject to applicable laws, to block access to or to suspend, close or terminate your User Account and refuse to let you purchase or sell Cryptoassets at any time, with or without advance notice. The same measures can be undertaken should you fail to promptly notify LondonLink of changes to your Personal Data.
50. To the fullest extent permitted by law, we shall not be liable to pay any compensation, monetary or otherwise, following such suspension, freeze, termination or inability to use your User Account.
51. You are responsible for any fees and charges, including but not limited to Admin Fees and Transaction Fees and/or Bank Charges, that we incur with respect to your User Account as a result of any of the foregoing.
52. By registering on our Website, you hereby agree to:
 - (a) provide true, accurate and complete information when opening a User Account;
 - (b) maintain and promptly update the information you have provided to ensure it remains true, accurate, up-to-date and complete at all times whilst you are a User;
 - (c) maintain the security and confidentiality of your User Account by protecting your login credentials from unauthorised access or use;
 - (d) promptly notify LondonLink if you discover or suspect any unauthorised access or use of your User Account or any security breaches related to your User Account;
 - (e) be fully responsible for all activities that occur under your User Account and for any action that takes place through your User Account, and accept all risks of any authorised or unauthorised access to your User Account;
 - (f) not impersonate anybody by opening a false User Account;
 - (g) not exploit our Website, any of LondonLink's servers or any other vulnerabilities relating to our Website that may result in the extraction of value directly from LondonLink, any User or any of LondonLink's associated third parties; and
 - (h) not use robots, scrapers or other tools to open a User Account, extract Personal Data or information from our Website or interact programmatically with our Website.

Registration Refusal

53. LondonLink reserves the right to reject any registration made by anyone for any reason, in its sole and absolute discretion, and without any obligation to indemnify the concerned person or User.

54. In the event that LondonLink does not accept you as a User and/or should you fail to provide the information required by LondonLink to register you as a User, you will not be permitted to send any Fiat or Cryptoassets to LondonLink.

Account Access

55. In order to log into your User Account, you will be required to enter your login ID and password and comply with such other security procedures as we may implement from time to time. We reserve the right in future to make 2FA security procedures mandatory.
56. You hereby agree to consider your access credentials as confidential information on any electronic device you use, and you understand that you must not disclose such information to any third party.
57. You are responsible for all transactions on your User Account where the correct security information has been provided, notwithstanding that such activities were not authorised by you.
58. You are solely responsible for maintaining the security and confidentiality of your login credentials and 2FA. You agree to notify us immediately of any unauthorised use of your login credentials, any other breach of security or any suspicion or knowledge you have that a third party knows your login credentials.
59. You can use your User Account on multiple electronic devices. It is therefore your sole responsibility to ensure that all the electronic devices used are properly secured and that unauthorised access to our Website is not permitted. You hereby indemnify and hold us harmless against all costs, claims, expenses and damages arising in connection with the use of or access to your User Account by or with any third party.
60. You may not transfer, lease, license, assign or sell your User Account (or any use thereof) to a third party without the consent of LondonLink. If, as permitted by LondonLink, you grant express permission to a third party to access or connect to your User Account, you acknowledge and agree that granting such permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. Any action of such third party shall be considered to be an action authorised by you. Further, you acknowledge and agree that you will not hold LondonLink responsible for, and will indemnify LondonLink from, any liability arising out of or related to any act or omission of any third party.
61. To the fullest extent permitted by applicable law, we will not be liable for any loss that you may incur as a result of a third party accessing your User Account, either with or without your knowledge. LondonLink disclaims any and all liability arising from fraudulent entry and use of your User Account and/or the Services. LondonLink will take such action as we determine warranted, including without limitation, terminating your access, freezing your User Account, closing the User Account, and taking all necessary and appropriate actions under applicable laws, should a third party fraudulently obtain access to your User Account or should we suspect that this has occurred.
62. If you are an individual (i.e. a natural person) rather than a legal entity (e.g. a company), you may not use your User Account for any commercial or business purposes.

Types of User Account

63. There are two types of User Account:

- (a) User Accounts for customers who register with us having first made contact with us via a P2P Platform. These customers shall only be allowed to trade with us via said P2P Platform (not via our Website); and
- (b) User Accounts for all other customers.

Closing a User Account

- 64. You may terminate these Terms and close your User Account at any time by providing written notice to LondonLink. Upon receipt of such notice, a hold will be placed on your User Account to allow any then pending transactions to clear. Closing your User Account will not affect any rights and obligations incurred prior to the date of the User Account closure.
- 65. If you enter into these Terms, use our Services and pay our fees and then decide to terminate these Terms and close your User Account, you will not be entitled to repayment of any fees paid to us for services already provided to you.
- 66. You may also terminate these terms in accordance with provisions of clause 8 of these Terms.

Suspension and Termination of a User Account

- 67. Without limiting other remedies that may be available to us, LondonLink reserves the right in its sole and absolute discretion, but subject to applicable laws, to block access to or suspend, close or terminate your User Account or refuse to let you use our Services at any time, if:
 - (a) we are required to do so by legislation, court order, binding regulatory or governmental order;
 - (b) we, in our sole and absolute discretion, reasonably suspect your User Account is being used for or to facilitate a Prohibited Use as defined in clause 14 of these Terms;
 - (c) we are required to do so in compliance with our internal rules and procedures relating to the prevention of money laundering and terrorist financing, the prevention of fraud and international sanctions; or
 - (d) you breach these Terms.

User Account Recovery

- 68. If you lose access to your User Account, LondonLink may be able under certain conditions to regain access to your User Account. The procedures outlined in the "Forgot Password?" or similar prompt will need to be followed by the User in order to regain access to the User Account.

Death of User Account Holder

- 69. In the event that a User dies or is otherwise legally incapacitated, LondonLink will cooperate with duly authorised representatives in accordance with applicable laws and regulation.
- 70. LondonLink reserves the right to charge an Admin Fee in relation to intensive administrative work that LondonLink may need to perform for your authorised representative.

Successors and Assigns

71. We may, in our absolute discretion and in order to ensure continued compliance with any rules or regulations, transfer our rights and obligations hereunder to any assigns and successors legally appointed. Your rights and obligations hereunder may not be transferred or assigned to any third party without our prior written agreement although they shall subsist and endure to the benefit of your successors.

Website Access and Content

72. We make no representation, warranty or guarantee, whether express or implied, that access to and use of our Website and Services will be uninterrupted or error free.
73. Although we make reasonable efforts to update the content on our Website, we make no representation, warranty or guarantee, whether express or implied, that the content on our Website is accurate, complete or up-to-date.
74. The content on our Website is provided for general information only. It is not intended to amount to advice on which you may wish to or should rely.
75. Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those websites or resources. Such links should therefore not be interpreted as approval by us of those linked websites or information you might obtain from them.
76. Our Website might include information and materials uploaded by other Users, including but not limited to bulletin boards, blog entries and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other Users on our Website do not represent our views or values.
77. If you wish to complain about information or materials uploaded by other Users on our Website, please email us at complaints@londonlink.io.
78. Whenever you make use of a feature on our Website that allows you to upload content to our Website or to make contact with other Users, you agree to comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution complies with those standards and agree that you will be liable to us and indemnify us for any losses caused to us arising from that breach of warranty.
79. Any content you upload to our Website is non-confidential and non-proprietary. You retain all your ownership rights in your uploaded content but grant us and other Users a limited license to use, store and copy that content and to distribute and make it available to third parties.
80. To the extent permitted by law, we have the right to disclose your identity to any third party who claims that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights or of their right to privacy.
81. We have the right to remove, at our sole discretion, any content you upload to our Website if we determine that it does not comply with the content standards set out in our Acceptable Use Policy or if in our reasonable opinion it is distasteful or untrue.
82. You are solely responsible for securing and backing up elsewhere any content you upload to our Website.

83. You may link to the home page of our Website provided that you do so in a manner that is fair and legal, it does not damage our reputation or take advantage of it and the website from which the link is made is owned by you and complies with the content standards set out in our Acceptable Use Policy.
84. You may not frame our Website on any other website or create a link to any part of our Website other than the home page.
85. You may not, without our explicit prior written consent, establish a link to the home page of our Website in such a way as to suggest any form of association, approval or endorsement.
86. We reserve the right to withdraw linking permissions without notice to you.

Viruses and Other Harmful Programs or Computer Code

87. Whilst we have robust cybersecurity measures in place, we do not guarantee our Website will be secure and free from viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code.
88. You are responsible for configuring your information technology, computer programmes and platform for the purpose of accessing our Website, and we strongly recommend you use and regularly update virus protection software on the electronic device(s) you use to access our Website and use our Services.

Intellectual Property Rights

89. LondonLink retains all rights, title and interest in all Intellectual Property Rights in and to our Website, the material published on our Website, and/or our Services.
90. The trademarks used on our Website are the property of LondonLink and its licensors. The trademarks should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any trademarks without our express consent in writing is strictly prohibited.
91. All information and opinions on our Website are protected by copyright and other intellectual property laws. They may be displayed and printed for your personal non-commercial use only. You agree to not modify the paper or digital copies of any materials you have printed or downloaded in any way or to use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You further agree not to reproduce, transmit or distribute them to anyone (including, but not limited to, bulletin boards, mailing lists or newsgroups) without prior written consent.

Reviews and Feedback

92. You may voluntarily post, submit or otherwise communicate to us any questions, comments, ideas, reviews or feedback relating to our Website and/or the Services ("**Feedback**"). You grant LondonLink the right to use such Feedback for any purpose without restriction, acknowledgement or compensation to you, including, without limitation, to develop, copy or publish the Feedback.
93. You agree to fully indemnify and hold harmless LondonLink (including its respective employees, directors and representatives) against any claim or action brought by a third party, arising out of or in connection with any of the Feedback left by you. Should you have

any claim against any other User, you shall address such dispute directly to such User.

License

94. To the extent that you agree to these Terms and for the purpose of using our Website and Services, LondonLink grants you a limited, non-transferable, non-exclusive, non-sublicensable, revocable license to:
- (a) access your User Account;
 - (b) use our Website and Services in accordance with intended purposes, subject to your strict compliance of these Terms, any and all applicable laws and any of our policies,
- together, the “**License**”.
95. We may introduce new features, modify existing features, or remove features from our Website and/or Services at any time and without notice to you. The License granted to you by LondonLink will automatically extend to any new feature or Service available on or through our Website. The License is granted to you subject to the payment of any fees which LondonLink may impose whenever a Transaction is carried out by you. In the event that LondonLink, in its sole discretion, suspends or terminates the possibility of a User to make use of our Website or Services, the License granted by LondonLink is immediately revoked without any reservation and the User Account shall be closed with immediate effect.

Taxation

96. LondonLink may withhold sums on account of tax if it is required by law to do so. You agree to provide us with all such information and documentation as is reasonably required by us to enable LondonLink to make any such withholdings. LondonLink shall not offer a tax reclaim service and accordingly you will be responsible for reclaiming any recoverable tax, if any, on your investments.
97. Neither we nor any of our employees, officers, directors or agents hold ourselves out as having any tax expertise whatsoever, nor do we accept any liability or responsibility for any kind of loss or damage incurred or suffered by you as a result of or in conjunction with the tax consequences of any transaction. You should always contact a suitably qualified person for taxation advice and receive suitable advice. We may request to receive a copy of your tax advice.
98. The jurisdictions in which LondonLink operates have signed intergovernmental agreements with various countries with the aim of improving international tax compliance. As a result of this, financial institutions are required to pass on details of any customers they believe may be foreign tax residents to the relevant competent authority. Information on holding Cryptoassets may be information we may have to disclose under our obligations under law. The information to be released includes (but is not limited to) the User Account holder’s (and anyone connected to the account) name, address, date of birth and proceeds from any sales. These details do not breach any data protection laws. Once the relevant competent authority has your details, they will report to the relevant tax authority. As it is not certain whether LondonLink may be obliged to provide all this information, LondonLink is retaining this information in the event of a future need for compliance subject to record retention. By accepting these Terms and using LondonLink’s Services you explicitly agree and authorise LondonLink, should we be required, to provide the relevant competent authority with this data and hold LondonLink free from any liability and/or damages in relation to any such disclosure.

Affiliate Commissions

99. Where legally permitted, we may enter into a written agreement to pay you a commission for introducing customers to us at a rate to be agreed at the time of the introduced customer's gross trading value. Such a written agreement could be on any written medium such as email, instant messenger or live chat or through the use of a "tick box" on our Website. We reserve the right to change this commission rate at a later date or cancel it entirely without notice to you.
100. Any commissions accrued will be considered a liability of LondonLink to you. These monies only become your property after they have been transferred to you.
101. Commissions may accrue in Euros ("**EUR**"), Great British Pounds ("**GBP**"), United States Dollars ("**USD**"), Bitcoin ("**BTC**") or other Fiat or Cryptoasset that we may, at our sole discretion, decide.
102. You understand and agree that if, where legally permitted, you are introduced to us and become our customer, we may pay affiliate commissions to the affiliate who has introduced you to us, in accordance with the provisions of these Terms.
103. We reserve the right to change the terms regarding Affiliate Commissions at our sole discretion anytime, including after they have accrued.

Force Majeure

104. In the event of any failure, interruption or delay in the performance of our obligations, resulting from acts, events or circumstances outside our reasonable control (such circumstances including but not limited to unanticipated dealing volumes, market liquidity issues, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, act of god, flood, drought, earthquake or other natural disaster, epidemic or pandemic, threats or acts of terrorism, fire, explosion, collapse of buildings, war, civil commotion, insurrection, imposition of sanctions, embargo, riots, non-performance by suppliers or subcontractors, breakdown, failure, malfunction or delay caused by any public utility, telecommunications or computer service or systems) we shall not be liable for any loss or damage incurred or suffered by you.

Severability

105. If any provision or term of these Terms is declared to be illegal, invalid or unenforceable for any reason (such as breaching regulatory rules or any market rules), that term or provision shall be treated as though it had never been part of the agreement and will be ineffective without prejudice to the remainder of the term or any other term or provision thereof. Any deletion shall be considered not to materially affect the agreement.

Rights of Third Parties

106. These Terms are between you and LondonLink. Subject to the Death of User Account Holder provision above and the novation provisions below, no other third party, whether a natural or legal person, has any rights to enforce any of these Terms.

Novation

107. We reserve the right, in our sole and absolute discretion, to novate (transfer or assign)

all our rights and obligations under these Terms to another entity as part of a company sale, reorganisation, liquidation or other reason. If this occurs, we will inform you in writing and will ensure that the novation will not negatively affect your rights or benefits under these Terms.

108. If you are unsatisfied with a novation (transfer) for any reason, you may contact us or the novated entity, whose identity will be clearly communicated to you if novated, to terminate these Terms within 14 days of us informing you of the novation.

109. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Governing Law and Jurisdiction

110. These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of Gibraltar and each party submits to the exclusive jurisdiction of the courts of Gibraltar for the resolution of disputes.

Miscellaneous provisions

111. These terms (including documents incorporated by reference herein) comprise the entire understanding and agreement between you and LondonLink as to the subject matter hereof, and it supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of these terms), and every nature between and among you and LondonLink.

112. Our failure to insist upon your strict compliance with any term or provision of these Terms shall not be construed as a waiver for you to not comply with such term or provision.

113. All provisions of these Terms that by their nature extend beyond the expiration or termination of these Terms, including, without limitation, the sections relating to suspension or termination, disputes with LondonLink, your liability, the indemnity, and general provisions will continue to be binding and operate after the termination or expiration of these Terms.

OUR OTC SERVICE

Commencement

114. These Terms between you and us take effect on the date that you accept the Terms when registering as a User on our Website. Please note that LondonLink has the right to withhold Services subject to required documentation being provided by you in respect of its due diligence processes.

Our OTC Service

115. Our Cryptoasset “**OTC Service**” gives customers the opportunity to trade Cryptoasset-Fiat and Cryptoasset-Cryptoasset trading pairs with us directly via instant messenger or indirectly via a P2P Platform.

Available Cryptoassets and Fiat

116. The Cryptoassets and Fiat that are available for use with our OTC Service may change from time to time. For an up-to-date list, please email us at hello@londonlink.io.

Fiat Payment Methods

117. We only accept Fiat from Users for the purpose of it being spent on our Services described in these Terms. We currently, or plan in the near future to, accept the following forms of Fiat transfer when you use our OTC Service:
- (a) inbound and outbound GBP transfers using the FPS or CHAPS networks;
 - (b) inbound and outbound EUR transfers using the SEPA or instant SEPA network; and
 - (c) inbound and outbound GBP, EUR and USD transfers using the SWIFT network.
118. Under no circumstances do we accept physical cash as a method of payment for any of our Services.
119. There may be delays to the clearing of Fiat into our account or your own current account, as well as delays in the transfer of Cryptoassets into and out of your wallet or our wallet, that are outside of our control. You accept that such delays may arise and agree to not hold us liable for any losses you suffer that arise from such delays. Where there are delays, whether in or outside of our control, we aim to keep you updated as and when appropriate.

Reverse Payments

120. If you believe you have made a payment to us in error, you agree to inform us immediately. We will then investigate the matter.
121. You may not unilaterally reverse any Fiat payments sent to us as part of our Services.

Order Cancellation and Refunds

122. Once an Order has been placed and subsequently Executed, the User is not entitled to cancellations or Refunds. However, LondonLink reserves the right, in its sole discretion, to provide Users with refunds or permit cancellations.
123. Orders may be cancelled, interrupted, disrupted and/or prevented from being Executed if instructed to do so by a relevant authority that knows or suspects that a Transaction is being made with the intention to circumvent Anti-Money Laundering Legislation.

The Transfer of Cryptoassets or Fiat to an Incorrect Account or Address

124. If we are receiving Cryptoassets from you in relation to a trade, we are not liable to you or anyone else for any losses caused by you sending Cryptoassets to an invalid address or any address other than the one provided to you by us.
125. If you send Cryptoassets to any other address that we control, you agree that you will be liable to pay us any Transaction Fee (including Blockchain Fees) that we may incur in transferring the Cryptoassets to the correct address and an Admin Fee reflecting our time spent rectifying this issue.
126. If we are receiving Fiat from you in relation to a trade, we are not liable to you or anyone else for any losses caused by your sending Fiat to any account other than the one with the account details provided to you by us at the time of the specific trade.

127. If we send Cryptoassets or Fiat to you in relation to a trade, we will not be liable to you or anyone else for any losses caused by sending those Cryptoassets or Fiat to the wallet address or current account provided to us by you at the time of the specific trade.

The Trading Process

128. The trading process for a particular trade depends on the trading medium you choose to use:

- (a) for trades via instant messenger: first, you must request a quote by messaging us the trading pair and the amount of Cryptoasset or Fiat you wish to purchase or sell (an “**RFQ**”); second, you will then be provided the Total Order Value you will have to pay to complete the trade; third, if you wish to proceed with the trade, you will need to explicitly confirm the same; and fourth, you will need to settle the trade. The trading process via instant messenger is set out in detail below at clauses 142-152; and
- (b) for trades via a P2P Platform: first, we will list our Total Order Value on the P2P Platform; second, you will confirm your acceptance of our offer via the platform; and third, you will need to settle the trade.

129. You agree that all the information and data provided by you in respect of any trade is correct and accurate and that you will hold LondonLink harmless and free from any liability in relation to any incorrect information or data you provide during the trading process. Further or alternatively you also agree that wallet address details you provide are correct and appropriate for the given Cryptoasset(s) selected and that LondonLink will not be held responsible for any incorrect information and/or data provided by you should you provide wallet information relating to a blockchain or distributed ledger not supported by us. You also agree to LondonLink’s Risk Disclaimer and acknowledge, without limitation, that assets sent to an incorrect address or on the wrong blockchain are not recoverable.

Transferring Fiat or Cryptoassets from an external account or wallet address

130. When you transfer Fiat to our account or transfer Cryptoassets from an external wallet address to our wallet:

- (a) we may attempt to verify whether the transfer of Fiat came from you by checking the sender’s name on our bank statement against the previously collected verification information;
- (b) if necessary, we may also ask you to provide us with evidence that the Fiat came from your current account. For example, we may ask you for a copy of a bank-issued document and/or card showing the name and full account details of the sender, which we will then check against our bank feed and/or other information available to us;
- (c) if we have reason to doubt that the Fiat transfer came from you, we reserve the right to return the Fiat to the same account from which it came. We shall not, and you agree that you will not ask us to, send the Fiat to any other account;
- (d) if you send us an overpayment or underpayment of Fiat or Cryptoassets relating to a locked quote, we may, at our sole discretion, return the full amount of the Fiat or Cryptoassets to you and cancel the trade. Alternatively, we may either:

- i. return the difference in Fiat or Cryptoassets received by us to the wallet address or current account from which they were sent to us and then apply the agreed rate to the balance; or
 - ii. in the case of being unable to return Cryptoassets to the same address as they were sent from (for example, in the case of the sending address being an exchange hot wallet), we may, in our sole discretion verify your ownership of another Cryptoasset address and return the difference to that verified address;
 - (e) if you send us Fiat and we reasonably decide, having conducted due diligence, not to complete the trade with you, the trade will not be executed and we shall return the Fiat to the current account from which it was sent to us;
 - (f) if you send us Cryptoassets and we reasonably decide, having conducted blockchain analysis and/or any other related due diligence, not to complete the trade, the trade will not be executed and we reserve the right, for compliance or other reasons, to either return the Cryptoassets to the wallet address from which they were sent to us or return Fiat of equivalent value to that amount of Cryptoassets (applying a market rate of exchange) to your current account; and
 - (g) if a quote in response to an RFQ has been given in error by us, you acknowledge that we are not obliged to trade at that rate. For example, we might miss or add a decimal number by mistake in our quote as follows “15 BTC” rather than the intended “1.5 BTC”.
131. In all the instances referred to above in subclauses 130(c) to (f), you agree that we may deduct from the Fiat or Cryptoassets to be transferred to you:
- (a) any Bank Charges and Transaction Fees (including Blockchain Fees) that we may incur in transferring Fiat or Cryptoassets back to you; and
 - (b) an Admin Fee reflecting our time spent rectifying the issue.

Maximum Limits When Sending Fiat

132. Sometimes we or you may reach a daily limit (or other limit) when setting up a Fiat transfer. It is your responsibility to make sure you know the limit applied by your bank and you agree not to ask for an RFQ or lock a trade if it will mean you cannot send the Fiat instantly, or at worst, within one hour. You will be in breach of these Terms if you do not complete a trade once you lock in a price and we reserve the right to hold you to account if it is not resolved expeditiously.
133. If you reach a transfer limit with your bank, you agree to provide evidence of this to us, to our satisfaction.
134. You agree that in our absolute discretion we may decide to:
- (a) adjust the quote down to the maximum amount you can send at the same rate;
 - (b) require you to send the Fiat over multiple transactions from your verified current account and across multiple days as the case may be; or
 - (c) cancel the trade and return any Fiat to your verified current account (if some Fiat was sent) in relation to this trade. In this instance, you agree that you will be liable to pay us any Bank Charges that we may incur in returning the Fiat to you, as well

as an Admin Fee reflecting our time spent rectifying the issue.

135. If we reach a transfer limit with our bank, we agree that we will complete the trade at the agreed rate as soon as it is possible for us to do so which will, in usual circumstances, be the following working day.

Buying Cryptoassets

136. When you buy Cryptoassets from us, you must send Fiat from an account in your name. We will return any monies, less any applicable Bank Charges and Admin Fee if, following our checks, we have reason to believe that the Fiat that has been sent to us has not come from an account in your name.
137. Once the Fiat has cleared into our account, we will ask you to provide your external wallet address for us to send the Cryptoassets. We will only be obliged to send you Cryptoassets in the event there is not an issue in the trading process.
138. You agree that it is your sole responsibility to ensure the wallet address details provided to us for receiving Cryptoassets are accurate, up-to-date and not missing any digits. You will also ensure that the wallet address is capable of receiving the type of Cryptoasset to be sent to you. We are happy to assist you with trying to identify this by providing some general information but we accept no liability for any losses you suffer as a result of providing us with an incorrect wallet address or a wallet address that is not capable of receiving the Cryptoasset. You acknowledge that providing the correct wallet address to us and ensuring that the wallet address can receive the Cryptoasset to be sent to you is your sole responsibility.

Selling Cryptoassets

139. When you sell Cryptoassets to us:
- (a) we will provide you with a wallet address for the type of Cryptoasset you have identified when a rate is locked following your RFQ. You must not send Cryptoassets to any wallet address other than the one we provide you for the specific trade in question;
 - (b) if you have incorrectly identified the Cryptoasset when you ask for an RFQ, we will not be liable for any losses caused by you in error, including but not limited to the Cryptoassets themselves or their value depreciation incurred by your incorrect identification. You agree to be contractually obliged to complete the original trade with us regardless of the aforementioned errors and/or losses; and
 - (c) once we are satisfied that we have received or will imminently receive the Cryptoassets, we will set up a transfer of Fiat in the pre-agreed Fiat currency denomination to your current account (i.e., the account in your name from which the last Fiat payment was sent to us).

Total Order Value

140. The Total Order Value for the Execution of each Order shall be disclosed to the User prior to execution. The Total Order Value quoted to the User shall be valid for a limited period of time.

Correcting our Errors

141. If we make any other errors when quoting, sending Fiat or Cryptoassets or otherwise,

you agree to assist us expeditiously in correcting these errors. This may include you sending Cryptoassets or Fiat back to us. If you do not assist us expeditiously in correcting such an error, we may take whatever lawful action necessary, including but not limited to, holding you in breach of contract and pursuing legal action against you, contacting relevant authorities including the Police to investigate criminal liability, and immediately terminating the provision of our Services to you and to any of your associates or referrals.

Trades via Instant Messenger: Stage 1 – Requesting and Receiving a Quote

- 142. Unless otherwise agreed or selected, all quotes in response to an RFQ are in GBP.
- 143. If you are buying a Cryptoasset, you must request an RFQ in a clear and unambiguous way similar to the example phrases below:
 - (a) “I want to buy 1 BTC. Please can you give me a quote?”; or
 - (b) “Please quote me to buy 1.2536 BTC”; or
 - (c) “I want to buy £1000 worth of BTC. Please can I have a quote?”
- 144. If you are selling a Cryptoasset you must request an RFQ in a clear and unambiguous way similar to the example phrases below:
 - (a) “I want to sell 1 BTC. Please can you give me a quote?”; or
 - (b) “Please quote me to sell 1.2536 BTC”; or
 - (c) “I want to receive £1000 worth of BTC in GBP. Please can I have a quote?”.
- 145. In our examples above, BTC refers specifically to Bitcoin. In relation to any other Cryptoassets, you must use the full name (in place of BTC in the examples above) to clearly identify the Cryptoasset for which you are asking the RFQ.
- 146. We will then respond to your RFQ in an unambiguous way, informing you of the best priced quote available at the time. Our quote will look similar to the contents of the table below unless we have, by your and our established previous conduct, and formal written agreement, other methods of quoting in response to your RFQ:

Date	Name	Price per BTC	Amount of BTC	GBP amount for trade
01/01/2025	John Smith	£50,000	1.5	£75,000

The second column is your name or the name of the entity you represent as the case may be. The third column is the quoted price (in Fiat currency, denominated in GBP in this example) per Cryptoasset (for example, the price per BTC), sometimes referred to as the “rate”. The fourth column is the quoted number of Cryptoassets required to be sent or received if the quote is locked. The fifth column is the quoted amount of Fiat (denominated in GBP in this example) required to be sent or received if the quote is accepted.

Trades via Instant Messenger: Stage 2 – Locking a Trade at the Quoted Price

- 147. When you receive a quote from us in response to an RFQ you have two choices:
 - (a) decline the quoted rate by a non-response or any negative affirmation (for example,

by writing or saying “no”, “don’t lock” or similar); or

(b) accept the quoted rate by any positive affirmation (for example, by writing or saying “lock”, “yes”, “take”, “fine”, “ok”, “done” or similar).

148. Accepting a quote means you are committing to complete the trade with us at the agreed price without regard to any other variable factors including (but not limited to) the changing market (or ‘spot’) price of the Cryptoasset or Fiat and/or banking limitations such as daily transfer limits.

149. You agree that if you accept a quoted rate, you will send, pay or transfer the agreed amount of Cryptoasset or Fiat in the denomination you had agreed when asking for a RFQ and receiving our quote within 10 minutes of acceptance.

150. In order for us to keep our Services competitively priced and manage our operational risks, if you do not respond to a quote from us within 60 seconds, we are not obliged to honour that quote. We may, however, decide to honour the quote in our absolute discretion. We may also retract a quote if you have not already accepted it within the aforementioned 60-second window. If the quote is retracted but you would like an updated quote then we will happily provide this.

Trades via Instant Messenger: Stage 3 – Settlement of the Trade

151. Trade settlement is the process of one party transferring Cryptoassets into the wallet of the other party, and that second party transferring Fiat into the current account of the first party, following acceptance of an RFQ. Once the quote has been provided and you have accepted the quoted price of the trade, we will settle the trade as soon as possible.

152. In some instances, such as when the market is extremely volatile, when the customer has a history of delayed or no settlement, there are expected banking delays or any other reason in our sole discretion, we may ask for the customer to place funds on account before we lock the trade.

Schedule - Definitions

“2FA” means any form of two-factor authentication security system that LondonLink may implement on our Website where the User is required to present any two or more pieces of evidence to authenticate that they are the User.

“Admin Fee” means a fee we apply to process unusual administrative work, including work required to remediate errors made by a customer.

“Anti-Money Laundering Legislation” means all applicable anti-money laundering laws and regulations, including but not limited to Gibraltar’s Proceeds of Crime Act 2015.

“Bank Charge” means charges applied by banks and electronic money institutions to process payments.

“Blockchain Fee” means the cost of processing a transaction on a Cryptoasset network, also known as miner fees.

“CHAPS” means the Clearing House Automated Payment System, a service enabling organisations to make same-day payments to an account within the UK, within the CHAPS operating days and times.

“Cryptoasset(s)” means a digital representation of value of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology and functions as (1) a medium of exchange; and/or (2) a unit of account; and/or (3) a store of value, but does not have accepted legal tender status (i.e., when tendered to a creditor, is a valid and legal offer of payment) in most jurisdictions. It is not issued or guaranteed by any jurisdiction, and fulfils the above functions only by using distributed ledger technologies and agreement within the community of users of the Cryptoasset. These assets are distinct from fiat currencies.

“Execution” or “Executed” or “Executing” of an Order and/or Transaction on behalf of Users means acting to conclude agreements to buy or sell one or more Cryptoasset(s) on behalf of Users.

“Faster Payment” means a service allowing you to make and receive electronic payments in the UK which is received by the recipient bank within 2 hours provided that the receiving organisation or bank is part of the Faster Payments Scheme.

“Fiat” mean centralised issued currency which is not backed by a physical commodity or financial instrument and established as a currency by governmental regulations or law.

“Intellectual Property Rights” means without limitation, all patents (including models and inventions), trademarks, service marks, trade names, domain names, business names, copyrights, design rights, database rights, rights to or in computer software, know-how, trade secrets, rights to or in confidential information and all other intellectual property rights and rights or forms of protection of a similar nature or effect which may subsist anywhere in the world whether or not registered or capable of registration, together with all applications for registration of, and any license to use, any of the foregoing and "Intellectual Property" shall be construed accordingly.

“Order(s)” means the instruction transmitted by a User via electronic means accepted by us to carry out a Transaction pursuant to these Terms.

“Personal Data” means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

“P2P Platform” means a third-party peer-to-peer platform on which we list Total Order Values which customers may wish to accept and through which we may settle trades.

“Refunds” means a (partial) reversal of a particular Transaction, whereby the funds are reimbursed to the User on the request of LondonLink.

“SEPA” means the Single Euro Payments Area scheme, which allows payments to be made in euros within the EEA.

“Services” means all products, services, content, features, technologies, functions offered by us from time to time on, through or as advertised on, our Website.

“SWIFT” means the Society for Worldwide Interbank Financial Telecommunication, which supports transactions in multiple currencies internationally.

“Terms” means these Terms and Conditions as may be amended from time to time, including all schedules referred to herein.

“Transaction” means the Execution of an Order.

“Transaction Fee” means the amount you pay us to Execute an Order. It includes the Blockchain Fee, a spread and a markup fee that we charge for processing your Order.

“Total Order Value” means the cost, including any and all fees, to Execute an Order.

“User(s)” means any natural or legal person that successfully completes the registration process and gains access to our Website. The User is referred to as “You” and/or “you” and/or as “Your” and/or “your” when indicating the possession of something within the Terms.

“User Account(s)” means the digital account created upon the User’s registration on our Website.

“Website” means the website available at www.londonlink.io.