



Terms and Conditions of Use

Effective date 18 February 2020

1. Acceptance of Terms and Conditions

1.1 These terms and conditions (the “**Terms**”) set out below will govern your use of this website (www.koine.com - the “**Website**” and constitute a legal agreement. **By accessing and using the Website, you are deemed to have read, understood and agreed to the Terms. If you do not agree to these Terms, please do not use the Website**

1.2 The Website is owned and operated by Koine Money Ltd, whose registered office address is 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom (“us”, “we”, “our” or “Koine”). All references to “you” or “your,” as applicable, mean the person who accesses or uses the Website in any manner, and each of your successors and assigns. If you use the Website on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that entity to these Terms, your acceptance of the Terms will be deemed an acceptance by that entity, and “you” and “your” herein shall refer to that entity.

For the purposes of these Terms, Koine Money Ltd includes any and all Koine affiliates, subsidiary undertakings, co-branded businesses and joint ventures which may exist from time to time.

The Website does not include any subdomains that require a password or other user based access permissions, which will be not be governed by these Terms but are governed by any form of executed agreement. These Terms do not apply to other products or services we may offer.

1.3 Koine is an unregulated provider of custody and settlement services in respect of digital assets (“Digital Assets” which term includes crypto currencies e.g. Bitcoin and Ethereum) and fiat money (“Fiat Money” which term means legal tender whose value is backed by the issuing government) to financial institutions, investment and other professionals and trading venues only. It does not offer any trading services in respect of Digital Assets and Fiat Money. Koine is also authorised by the UK Financial Conduct Authority as an electronic money institution (Reference no. 900934) for the issuance of electronic money and the provision of payment services.

2. Disclaimer

2.1 This Website contains information and data in various forms about Koine, its areas of business and general information including but not limited to blockchain technology, smart

contracts and Digital Assets and the areas and markets in which Koine operates (the **“Information”**).

2.2 Except where it is otherwise expressly stated, the Information is not intended to, nor does it, constitute financial, legal or other professional advice or services. The Information is provided on an information basis only and should not be relied upon. If you need advice or services on a specific matter, please contact us directly.

2.3 We do not give any guarantee or warranty that the Website or any Information is accurate, current or complete. We believe that the Information is correct at the time of publication, but no warranties are given. Koine accepts no responsibility for any errors, omissions, or inaccuracies in respect of any Information or otherwise in respect of the Website. In addition, Koine gives no warranties that the Website or any of the Information will be uninterrupted or error free or that any defects will be corrected or that this Website, any servers or any transmissions sent from us or through this Website will be free of any harmful elements such as viruses.

2.4 Koine endeavours to ensure that the Information is accurate and current but accepts no liability for the consequences of any action taken on the basis of the Information and any implied warranties, including but not limited to any implied warranties in respect of quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent permitted by applicable law.

2.5 Neither Koine nor its owners, officers, directors, employees and other representatives will be liable for any loss arising out of or in connection with the use of this Website or any of the Information including, without limitation, direct, indirect or consequential loss, or any damages arising from loss of use, data or profits, whether in contract, tort or otherwise.

3. Third Party Links

3.1 Any links on the Website to other websites or web pages are for information purposes only. We accept no responsibility for the content of such websites or web pages, nor do we accept responsibility for any losses or penalties incurred as a result of your use of any links or reliance on the content of any website to which this site is linked. No endorsement is given or responsibility taken by Koine in respect of the content of external websites that are contained in this Website or that link to this.

3.2 In the absence of Koine’s prior written consent you are prohibited from framing, linking or deep linking this Website to any other website. If you should you wish to frame or to set up a link / deep-link to our Website, please contact info@koiner.com.

4. Malware

4.1 Koine uses reasonable endeavours to protect this Website from computer viruses, worms, Trojan horses and malicious code (together **“Malware”**), however, we do not warrant that the Website is free from Malware and accept no liability for any damage that may result from the transmission of any Malware via this Website or via any files which are available for you to download from this Website.

5. Copyright

5.1 Except as otherwise shown, Koine is the owner of the copyright in all the Information on this Website and of all related intellectual property rights, including but not limited to all trademarks, service marks, trade names and logos.

5.2 In connection with for your personal use or for internal use within your organisation only, you may (i) download, display, print, temporarily store and retrieve Information on a computer screen (or on a mobile phone or other mobile computing device in the case of an RSS feed or a podcast) and (ii) print individual pages on paper (but not photocopy) and store such pages in electronic form on disk (provided not on any server or other storage device connected to the network).

5.3 Unless we consent in writing you shall not adapt, modify, tamper with or change the Information on this Website or any part of it and the Information or any part of it may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any other way to any third parties for commercial gain.

6. Changes to the Terms/Modification, Suspension, Discontinuance of the Website

6.1 Koine reserves the right at any time, at its discretion, to modify, edit, delete, suspend or discontinue, temporarily or permanently (i) this Website (or any part of it), and/or (ii) the Information, materials, products and/or services available through the Website (or any part of it), or (iii) these Terms, in each case with or without notice. You agree that we shall not be liable to you or to any third party in such event. In the event of changes to the Terms your continued use of the Website will constitute your agreement to be bound by these Terms as amended.

7. Waiver, Severability, and Entire Agreement

7.1 If any of the provisions in these Terms or any part of them is found to be illegal, invalid or otherwise unenforceable under the laws of any jurisdiction in which these Terms are intended to be effective, then to the extent that they are illegal, invalid or unenforceable, they shall be treated as deleted from these Terms in that jurisdiction and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that jurisdiction.

7.2 Any failure by us at any time to require performance of any provision of these Terms or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Koine of any breach of any provision of these Terms and Conditions or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right herein.

7.3 These Terms, together with any other provisions governing the Website, comprise the entire agreement between you and Koine with regard to the Website and supersede all prior or current negotiations, discussions or agreements, whether written or oral, between us. Provided that if you are accessing the Website as an agent of a Koine client who has entered

into any client agreement with Koine, in the event of a conflict between these Terms and such client agreement, the client agreement terms shall prevail.

8. Force Majeure Events

8.1 Koine will not be responsible for any breach of these Terms caused by a Force Majeure Event. For the purposes of this provision a “Force Majeure Event” means an event beyond Koine’s reasonable control, including, without limitation, strike, lock-out, labour dispute (other than any strike, lock-out, labour dispute by our personnel), act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental or regulatory body order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and acts or omissions by third parties for which we are not responsible.

9. Downloading of Information

9.1 Some Information may be available for download from the Website and is subject to these Terms.

10. Governing law and Jurisdiction

10.1 These Terms are subject to English law and to the exclusive jurisdiction of the English courts.