

## LyCI SERVICE TOKEN TERMS OF SERVICE

### 1. ABOUT US

- 1.1. Lykke Corp UK Limited is a private company limited by shares incorporated and registered in England and Wales. Its registration number is 10093552 and its registered office of 86-90 Paul Street, London, United Kingdom, EC2A 4NE (“**Lykke**”).
- 1.2. Lykke can be contacted by writing to Lykke Corp UK Limited, 86-90 Paul Street, London, United Kingdom, EC2A 4NE or by emailing [support@lykke.com](mailto:support@lykke.com).

### 2. INTRODUCTION AND ACCEPTANCE

- 2.1. **In these terms of service (the “Terms”), capitalised words have the meanings set out in clause 5 (Definitions and Interpretation) and in Schedule 1 (Service Methodology) to these Terms** (that can also be found at [www.lykke.com/lyci-terms-of-service](http://www.lykke.com/lyci-terms-of-service)).
- 2.2. Provided that you are already duly registered as a customer with the Exchange, by issuing a Service Order to acquire LyCI Service Tokens, expressly agreeing to be bound by these Terms and making a Payment, you become a customer entitled to receive the Services as described pursuant to clause 11.3 (“the **Customer**”).
- 2.3. The Customer acknowledges that it has read and understood these Terms and had the opportunity to take such professional advice as it thinks fit in connection with the Terms, the Services, the Exchange, the LyCI Service Token and in particular, but without limitation to, with the provision under Clause 8 (*Restricted Jurisdictions*). **Should the Customer not agree to all the terms included in these Terms, it should not enter into a Service Order or make a Payment.**
- 2.4. If you hold a LyCI Service Tokens without being a Customer, you are entitled to receive the Services once you have: (i) registered with the Exchange; (ii) expressly agreed to be bound by these Terms; and (iii) been positively assessed by Lykke in order to become a KYCed LyCI Holder. **You cannot receive the Services if you do not become a KYCed LyCI Holder.**
- 2.5. Having expressly accepted these Terms, the KYCed LyCI Holder has the same rights and obligations as a Customer indicated hereunder, therefore when a KYCed LyCI Holder accepts these Terms, references to “the Customer” will be read as referring to “the KYCed LyCI Holder”.

### 3. IMPORTANT TERMS

***While all these Terms are important, the Customer should pay particular attention to:***

- (a) ***the Warning of Risk set out in clause 4 (Warning of Risk);***
- (b) ***information regarding Restricted Jurisdictions (defined below) set out in clause 8 (Restricted Jurisdictions);***
- (c) ***when a Service Order may be terminated and when the Customer is and is not entitled to a refund as set out in clause 19 (Termination) and the consequences of such termination as set out in clause 20 (Consequences of Termination);***
- (d) ***what the Customer must do as set out in clause 12 (Customer Obligations);***
- (e) ***the disclaimers set out in clause 14 (Disclaimers); and***
- (f) ***Lykke’s liability to the Customer set out in clause 16 (Limitation of Liability).***

#### 4. WARNING OF RISK

- 4.1. ***The Customer acknowledges that Cryptoassets (defined below), Blockchain (defined below) technology, the Services (defined below) and LyCI Service Tokens are new and relatively untested. They carry inherent risks (that are outside of Lykke's control) as they have technical vulnerabilities, may undergo a community-led change in operating model or technical features (often referred to as a 'fork') and their regulatory status may change at any time in any one or multiple jurisdictions. In addition to this, the value of any Cryptoasset is subject to market forces and its value is not backed by any government or other entity.***
- 4.2. ***Lykke may provide liquidity if a secondary market trading of LyCI Service Tokens comes into existence, any provision of such liquidity by Lykke in relation to secondary trading of LyCI Service Tokens is at Lykke's sole discretion and may be withdrawn by Lykke at any time. Furthermore, Lykke cannot control and is not responsible for any volatility in demand and price of LyCI Service Tokens that may arise in connection with such market should it come into existence and any such volatility and demand in price is the sole risk of the holder of a LyCI Service Token.***
- 4.3. ***Subject to clause 9 (LyCI Service Token), Lykke makes no warranties, representations, guarantees or equivalent (whether express or implied) as to the value, utility or legal status of any Cryptoasset (including LyCI Service Tokens), and Lykke assumes no responsibility for the management of Cryptoassets (including LyCI Service Tokens.)***
- 4.4. ***Before entering into a Service Order, making a Payment or receiving the Services, the Customer shall ensure they have carried out adequate research into: (i) the risks and disadvantages of Cryptoassets and has sufficient understanding of the functionality, usage and storage of Cryptoassets, smart contracts and Wallets; and (ii) whether they are in contravention of Clause 8 (Restricted Jurisdiction). By entering into a Service Order, making a Payment or receiving the Services, the Customer confirms to Lykke that they have carried out such research, understand and accept the risks and disadvantages of Cryptoassets and are not in breach of Clause 8 (Restricted Jurisdiction).***

#### 5. DEFINITIONS AND INTERPRETATION

- 5.1. The following definitions and rules of interpretation apply in these Terms and all Service Orders:
  - (a) **"Account"** means the Customer's account (including username and password) used to access the Exchange and to which account his/her/its Customer Exchange Wallet is linked;
  - (b) **"Best Ask Price"** has the meaning given to it in clause 5.1(x);
  - (c) **"Bitcoin"** means the unit of account for the bitcoin Blockchain;
  - (d) **"Blockchain"** means a continuously growing list of groups of records, called blocks, which are decentralised, linked sequentially and authenticated using public-key cryptography;
  - (e) **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
  - (f) **"Buy and Delivery Order"** has the meaning given to it in the Service Methodology;
  - (g) **"Cash Settlement"** has the meaning given to it in clause 11.3(b)(ii);
  - (h) **"Confidential Information"** means any information (whether written, electronic or oral) which has been designated as confidential in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored)

and information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights or know-how. Confidential Information shall include the Software and the Services but shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 27);
  - (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
  - (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
  - (iv) is independently developed without access to the Confidential Information;
- (i) **“Confirmation of Engagement”** has the meaning given to it in the Service Methodology;
  - (j) **“Consumer”** has the meaning given to it by section 2(3) of the United Kingdom's Consumer Rights Act 2015;
  - (k) **“Contract Year”** means each successive 12-month period commencing on the Effective Date or an anniversary thereof;
  - (l) **“Customer Exchange Wallet”** means the Wallet opened with the Exchange on which the Customer receives, *inter alia*, the LyCI Service Tokens acquired from Lykke after it executes a Service Order and makes a Payment. The Customer Exchange Wallet can also include certain Service Wallets.
  - (m) **“Cryptoasset”** means a digital currency, token or coin generated by a system in which cryptography and/or the application of distributed computing power are used to regulate the generation and/distribution of units and to verify Transfers.
  - (n) **“Cryptoasset Exchange(s)”** means an exchange where it is possible to exchange Cryptoasset for Cryptoasset, fiat currency for Cryptoasset and/or Cryptoasset for fiat currency;
  - (o) **“Cryptoasset Unit”** means a unit of account in relation to a Cryptoasset, for example, Ether, Bitcoin (Btc) and one unit of a LyCI Service Token are examples of Cryptoasset Units;
  - (p) **“Data Protection Legislation”** means EU General Data Protection Regulation 2016/679 and the UK Data Protection Act 2018;
  - (q) **“Distribution(s)”** has the meaning given to it in clause 11.1;
  - (r) **“Effective Date”** means the date a Customer first issues a Service Order, or if the Customer has not issued a Service Order, the date on which the Customer is first bound by these Terms;
  - (s) **“Efficient Price”** means the price - as a function of the volume - to be paid from time to time per buy market order through buying at the order book of the Exchange, or, if the relevant Cryptoasset is not listed on the Exchange, at the order book of the different exchange used by Lykke. *(As an example, if the Best Ask Price for a Cryptoasset Unit is 30 US dollars with an ask volume of 100 and the second Best Ask Price is 60 US dollars with an ask volume of 200, the Efficient Price for an order of 300 Cryptoasset Unit is  $(100 * \$30 + 200 * \$60) / (100 + 200) = \$50.$ );*

- (t) “**Ether**” means the native unit of account of Ethereum;
- (u) “**Ethereum**” is the ethereum scripting platform which runs smart contracts based on a Blockchain;
- (v) “**Exchange**” means the Cryptoasset Exchange operated by Lykke accessed via <https://www.lykke.com/exchange>;
- (w) “**Fiat Currency Account**” means the fiat currency account that the Customer holds with the Exchange within its Customer Exchange Wallet;
- (x) “**Fiat Currency Value**” means the amount in US dollars paid for the Cryptoasset by reference to: (i) the best ask price as available on the Exchange (“**Best Ask Price**”); or (ii) if the relevant Cryptoasset is not listed on the Exchange - the truncated average ask price shown in the order books of the different Cryptoasset Exchanges used by Lykke;
- (y) “**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software including both source and object code, database right, topography rights, moral rights, know-how, trade secrets (including trade secrets as defined by the EU Trade Secrets Directive EU 2016/943) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- (z) “**KYCd LyCI Holder**” means a legal or natural person who: (i) acquired the LyCI Service Tokens not directly from Lykke on its Exchange pursuant to a Service Order but from a Customer (or another non-Customer who has in turn acquired the LyCI Service Token from a Customer); and (ii) who after being duly verified, with positive outcome, by Lykke pursuant to Clause 7 (Registration, Know Your Customer and Anti Money Laundering), has agreed to these Terms in order to receive the Services;
- (aa) “**LyCI Service Token**” means a Cryptoasset created by Lykke and issued via the Exchange, having as symbol “LYCI”, that entitles the Customer to receive the Services as defined under Clause 11.3 and the Service Methodology;
- (bb) “**Maximum LyCI Service Token Value**” has the meaning given to it in clause 11.3(a);
- (cc) “**Partial Cash Settlement**” has the meaning given to it in clause 11.5;
- (dd) “**Payment**” has the meaning given to it at clause 11.1;
- (ee) “**Personal Data**” has the meaning given to it under the Data Protection Legislation;
- (ff) “**Personnel**” means the affiliates, officers, directors, employees, agents, contractors, consultants, vendors, and representatives of Lykke;
- (gg) “**Physical Settlement**” has the meaning given to it in clause 11.3(b)(i);
- (hh) “**Private Key**” means the secret code or text that is personal to the Customer and is used with an algorithm to encrypt and decrypt code allowing the Customer to access the Customer Exchange Wallet, the Service Wallets and the Cryptoassets stored in these Wallets;
- (ii) “**Restricted Jurisdiction**” has the meaning given to it in clause 8;

- (jj) “**Selected Cryptoassets**” has the meaning given to it in clause 11.3(a);
  - (kk) “**Services**” has the meaning given to it in clause 11.3;
  - (ll) “**Service Fee**” the fees payable by the Customer to Lykke in respect of the Services as further detailed in the Service Methodology;
  - (mm) “**Service Methodology**” means the methodology (as amended by Lykke from time to time) under Schedule 1 (*Service Methodology*) that is incorporated into these Terms by reference and is used by Lykke to provide the Services, including to determine: (i) the proportions of Cryptoassets that Lykke purchases when the Customer issues a Buy and Delivery Order to receive the Services; (ii) the Fiat Currency Value (if applicable) of such Cryptoassets; and (iii) the procedures and mechanisms to: (A) Transfer the proportions of Cryptoassets to the Customer or (B) pay the Fiat Currency Value to the Customer (if applicable);
  - (nn) “**Service Order**” means the order that the Customer issues to Lykke, by entering the amount of fiat currency that it intends to exchange for LyCI Service Tokens, selecting if it intends to acquire such LyCI Service Tokens at market price or by setting a limit price order, and then clicking the “*BUY*” button, which button will automatically redirect the Customer to the app / webpage where it will be required to accept these Terms;
  - (oo) “**Service Wallets**” means the twenty five (25) Wallets (controlled by the Customer) to which Lykke will Transfer the Selected Cryptoassets to in accordance with these Terms; the Customer acknowledges and agrees that if any of these Wallets are available as part of its Customer Exchange Wallet, the latter will automatically be used as recipient for Transfers by Lykke, where possible;
  - (pp) “**Software**” means the software used by Lykke in the Exchange, the Services and LyCI Service Tokens;
  - (qq) “**Transaction Fees**” means the costs incurred in making Transfers and converting Cryptoassets into fiat currency;
  - (rr) “**Transfer / Transferred / Transferring**” in relation to a Cryptoasset means a cryptographically signed message instructing a ledger transfer of Cryptoasset Units from one Wallet to another Wallet;
  - (ss) “**Value of the Position**” is the total value in US dollars of the specific amount of an individual Cryptoasset among the Selected Cryptoassets which the Customer is entitled to receive in relation to the number of LyCI Service Tokens Transferred within a single Buy and Deliver Order. *For example, if the weight of Btc among the Selected Cryptoassets is sixty percent (60%) and the total value in US dollars of the Selected Cryptoassets is one hundred and twenty US dollars (\$120), the Value of the Position of Btc among the Selected Cryptoassets is seventy two US dollars (\$72) (this being the sixty percent 60% of one hundred and twenty (120));* and
  - (tt) “**Wallet**” means a wallet in relation to a Cryptoasset for the collection, storage and control of Cryptoasset Units.
- 5.2. Headings used in these Terms and any Service Order are for convenience of reference only and shall not be construed as altering the meaning of these Terms or a Service Order or any of its parts.
- 5.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

- 5.4. In the event of a conflict between a Service Order and these Terms, the Service Order shall prevail.
- 5.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- 5.6. A reference to a statute or statutory provision is a reference to it as amended, extended or substantially replaced from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 5.7. A reference to writing or written includes electronic mail.
- 5.8. Any obligation not to do something includes an obligation not to allow that thing to be done.
- 5.9. A reference to these Terms or to any other agreement or document referred to in this Terms is a reference to these Terms or such other agreement or document (as applicable) as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.
- 5.10. References to clauses are to the clauses of these Terms.
- 5.11. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **6. SERVICE ORDER PROCESS**

- 6.1. These Terms govern the overall relationship between Lykke and the Customer in relation to the Services provided by Lykke to the Customer.
- 6.2. The Customer may execute a Service Order detailing the Payment to be provided by the Customer to Lykke. A new Service Order must be entered into between Lykke and the Customer each time the Customer wishes to make a new Payment.
- 6.3. A Customer shall be deemed to have read, understood and agreed the Terms once it has clicked the ‘*I accept*’ button shown at the bottom of the Terms that will appear when the Customer issues a Service Order. At this point, Lykke and the Customer will have entered into a legally binding service agreement consisting of that Service Order and the Terms.
- 6.4. Any amendment to these Terms shall be deemed to apply to all future Service Orders entered into on or after the date of such amendment but unless otherwise stated shall not vary or affect any Service Orders entered into prior to the date of such amendment. A copy of the current version of these Terms can be found at [www.lykke.com/lyci-terms-of-service](http://www.lykke.com/lyci-terms-of-service).
- 6.5. Each Service Order shall commence when issued in accordance with clause 6.3 and shall continue in force until terminated in accordance with clause 19.

## **7. REGISTRATION, KNOW YOUR CUSTOMER AND ANTI MONEY LAUNDERING**

- 7.1. To make Payments and to receive the Services, the Customer must register for an Account with Lykke on the Exchange and successfully clear Lykke’s ‘know your customer’ and ‘anti-money laundering’ verifications.
- 7.2. Without prejudice to any ‘know your customer’ or ‘anti-money laundering’ exercise that may be separately conducted, Lykke shall be entitled to take any action to identify the Customer at any time. In order to allow Lykke to conduct ‘know your customer’ exercises, ‘anti-money laundering’ exercises and other kind of due diligence to verify the identities of all or part of its Customers and/or to comply with any applicable law or regulation as necessary, the Customer shall - in a

timely manner - provide all such information, documentation and meet all such requests as Lykke may instruct.

- 7.3. If, as a result of a 'know your customer' exercise or otherwise, Lykke becomes aware that the Customer is in breach of these Terms or any Service Order, or any applicable anti-money laundering, counter-terrorism financing or other regulatory requirements:
- (a) Lykke shall be entitled to terminate any Service Orders that Customer has entered into with Lykke; and
  - (b) any Distributions to the Customer shall be null and void; and all such LyCI Service Tokens Distributed to the Customer shall be revoked, canceled (burned) or returned to Lykke (at Lykke's election) without further notice, as a result, the Customer shall no longer be the owner of such LyCI Service Tokens and shall have no right to access or use their Account, the Exchange or to receive the Services.
- 7.4. **LyCI Service Tokens are not offered for use to persons or legal entities or digital addresses which are sanctioned under US (OFAC), EU, UN, UK (OFSI) or Switzerland's sanctions lists.**

## 8. RESTRICTED JURISDICTIONS

- 8.1. LyCI Service Tokens are not offered for use to persons or legal entities which are located in or have their habitual residence or registered office in:

- (a) Japan;
- (b) the United States;
- (c) **Switzerland**;
- (d) any other country in which Lykke does not offer the other services of its Exchange; and
- (e) any jurisdiction where the holding of LyCI Service Tokens violates applicable law or regulations,

(any jurisdiction under (a), (b), (c), (d) and (e) being a "**Restricted Jurisdiction**").

- 8.2. The Customer warrants and represents that it is not:

- (a) an individual who is temporarily resident in a Restricted Jurisdiction when agreeing to these Terms or entering into a Service Order;
- (b) an individual habitually resident in a Restricted Jurisdiction;
- (c) a corporation, partnership or other legal entity formed under the laws of any Restricted Jurisdiction;
- (d) an agency, branch or office located in a Restricted Jurisdiction of a corporation, partnership or other legal entity that was formed under laws of any country other than a Restricted Jurisdiction;
- (e) a trust of which any trustee is described in clauses 8.2(a) - (d);
- (f) a legal entity where more than twenty-five per cent (25%) of the shares of which are owned by or for the benefit of an individual or entity described in clauses 8.2(a) - (e); or

- (g) an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in 8.2(a) - (f).
- 8.3. The Customer warrants and represents that its decision to make a Payment and receive the Services was not:
- (a) made inside a Restricted Jurisdiction; and
  - (b) communicated to Lykke from a source within a Restricted Jurisdiction.
- 8.4. The Customer's Payments are made on its own account as principal.
- 8.5. **Due to the LyCI Service Tokens being offered on the Internet and the Ethereum Blockchain, Lykke and the Customer acknowledge and agree that there is a possibility of LyCI Service Tokens coming into the possession of persons or legal entities located in a Restricted Jurisdiction. Lykke explicitly prohibits such persons or legal entities from using LyCI Service Tokens and receiving the Services and to the maximum extent permitted by applicable law, Lykke shall not be liable to the such persons or legal entities for any loss or damage it suffers as a result.**

## 9. LyCI SERVICE TOKENS

- 9.1. LyCI Service Tokens carry no rights, express or implied, other than the right to receive the Services as described in these Terms.
- 9.2. LyCI Service Tokens do not grant and shall not be construed as granting any legal, governance or other rights over or in relation to Lykke, including shareholder rights, statutory rights, rights to dividends or rights to profits.
- 9.3. Lykke shall make LyCI Service Tokens exchangeable on the Exchange, however, Lykke gives no warranties, representations, guarantees or equivalent (whether express or implied) that LyCI Service Tokens will be exchangeable on any other Cryptoasset Exchange at any time.

## 10. EXCHANGE AND ACCOUNT

- 10.1. The Customer can access the Exchange by using their Account at [www.lykke.com](http://www.lykke.com). This right to access is for the Customer's personal use only.
- 10.2. The Customer shall not share their Account with anyone and must notify Lykke immediately if the Customer suspects or becomes aware of any unauthorised use of its Account or any breach of Lykke security by sending an email to us at the email address set out in clause 1.2 and giving details of the unauthorised use or breach.
- 10.3. Unless the Customer has requested and received prior written consent from Lykke or unless permitted by applicable law, the Customer must not:
- (a) modify, translate, create derivative copies of or copy the Software, in whole or in part, or combine or merge the Software with any other object code or program; or
  - (b) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software to source code form.

## 11. SERVICES

- 11.1. The Customer can pay fiat currency to Lykke ("**Payment**"). In return for a Payment, Lykke shall Transfer the requisite number of LyCI Service Tokens (calculated using the amount of the Payment and the Service Methodology) to the Customer Exchange Wallet (each such Transfer shall be a ("**Distribution**")).

- 11.2. While LyCI Service Tokens may become available on a secondary market, the method described at clause 11.1 is the only valid way of receiving a Distribution. It is possible that tokens created by third parties with the same or similar name may become available. Due to the decentralised nature of a Blockchain it is not possible to prevent the creation of such tokens and, subject to clauses 16.1 and 16.2, Lykke shall not be liable for any loss or damage caused to the Customer as a result of the existence of such third party tokens.
- 11.3. Upon the Customer Transferring a LyCI Service Token back to Lykke, Lykke shall:
- (a) calculate the Cryptoassets that the Customer is entitled to (“**Selected Cryptoassets**”) up to a maximum Fiat Currency Value of ten thousand US dollars (\$10,000) (“**Maximum LyCI Service Token Value**”) in respect of that LyCI Service Token. (The respective prices and numbers of Cryptoasset Unit(s) for each of the Selected Cryptoassets is calculated using the Service Methodology and detailed in the Confirmation of Engagement); and
  - (b) at the Customer’s discretion, but subject to clauses 11.5, 11.7 and 11.8:
    - (i) Transfer to the Customer’s Service Wallets, the Selected Cryptoassets (“**Physical Settlement**”); or
    - (ii) pay to the Customer’s Fiat Currency Account, the Fiat Currency Value of the Selected Cryptoassets (“**Cash Settlement**”),
- the (“**Services**”).
- 11.4. If the Customer elects to receive the Services pursuant to clause 11.3 and the Fiat Currency Value of the Selected Cryptoassets in respect of a LyCI Service Token exceeds the Maximum LyCI Service Token Value, the Customer shall only receive a proportion of the Selected Cryptoassets (whether via Physical Settlement or Cash Settlement) with a Fiat Currency Value equal to the Maximum LyCI Service Token Value.
- 11.5. **If Lykke (acting reasonably) determines that it is unable to complete a Transfer of the Selected Cryptoassets using Physical Settlement as a result of unfavourable market conditions, Lykke shall be entitled to pay in fiat currency in respect of one or more Cryptoassets that form part of such Transfer the relevant Best Ask Price in respect of such Cryptoasset(s); or if such Cryptoasset(s) are not available in the Exchange’s order book, the truncated average ask price shown in the order books of the different Cryptoasset Exchanges used by Lykke (“Partial Cash Settlement”).**
- 11.6. For the purposes of clause 11.5, in respect of Selected Cryptoassets subject to Physical Settlement the following is a non-exhaustive list of scenarios that may constitute ‘**unfavourable market conditions**’, if:
- (a) the Efficient Price of the Cryptoasset deviates from the Best Ask Price or from the truncated average ask price shown in the order books of the different Cryptoasset Exchanges used by Lykke by more than five percent (5%);
  - (b) the Transaction Fees in respect of such Selected Cryptoassets are equal to or higher than the Physical Settlement value of the Cryptoassets;
  - (c) the price of such Selected Cryptoasset has abnormally changed prior to or within the Settlement Period. Changes are considered abnormal if movement (in any one direction) of the relevant Cryptoasset Unit value exceeds twenty-nine percent (29%) in any twenty four (24) hour period. In these circumstances, the price observed prior to the abnormal move should be taken as the proxy to compute the Fiat Currency Value; or
  - (d) the Value of the Position (this being a US dollar amount) of such Selected Cryptoasset is less than:

- (i) two percent (2%) of the overall Selected Cryptoassets value to be received in relation to the number of the LyCI Service Tokens Transferred within the (1) single Buy and Delivery Order; or
- (ii) twenty (20) US dollars in relation to the number of the LyCI Service Tokens Transferred within the (1) single Buy and Delivery Order,

at the time of the Buy and Delivery Order.

11.7. Lykke shall use reasonable endeavors to complete the Services in respect of a LyCI Service Token that is Transferred to it within:

- (a) forty-eight (48) hours in respect of Cash Settlement; and
- (b) ten (10) Business Days in respect of Physical Settlement and Partial Cash Settlement (if applicable),

of receipt of the LyCI Service Token ("**Settlement Period**").

11.8. The Customer shall be responsible for the Service Fee and Transaction Fees associated with the Services. Transaction Fees will be deducted from the Customer's Account. If the Customer's Account holds insufficient Cryptoasset Units / fiat currency to cover the Transaction Fees, then the Services will not be performed until such time the Customer has credited its Account with sufficient Cryptoasset Units / fiat currency.

11.9. The Customer warrants that it controls the:

- (a) Private Key to the Customer Exchange Wallet that Distributions are Transferred to; and
- (b) Private Keys to the Service Wallets that Cryptoasset Units are Transferred to in accordance with clause 11.3(a).

11.10. Payments shall be deemed to be inclusive of any applicable UK value added tax.

## 12. CUSTOMER OBLIGATIONS

12.1. The Customer is exclusively responsible for the accuracy of all information (including each Service Wallet details) it submits to Lykke and the Customer shall ensure that all such information is up to date at all times. Lykke does not verify the accuracy of the information provided by the Customer in relation to each Service Wallet.

12.2. The Customer represents and warrants that at the date the Customer creates its Account, the date(s) the Customer makes a Payment; the date(s) the Customer receives a Distribution and the date(s) the Customer receives the Services that:

- (a) it is of legal age to form a binding contract (at least 18 years old in most jurisdictions);
- (b) all the information it provides is true, complete, valid and not misleading;
- (c) it shall not use its Account, the Exchange or LyCI Service Tokens in any way which:
  - (i) is harmful, unlawful or illegal;
  - (ii) may give rise to civil or criminal liability for Lykke or any of its Personnel;
  - (iii) in Lykke's sole discretion may bring Lykke or any of its Personnel into disrepute;

- (iv) is on behalf of a third party; or
  - (v) is not expressly authorised by these Terms;
- (d) it obtained and was given sufficient information about the LyCI Service Tokens to make an informed decision to enter into a Service Order and has taken requisite advice (commercial, technical, legal or otherwise) in connection with its acquisition or control of LyCI Service Tokens;
  - (e) it is acquiring or gaining control over LyCI Service Tokens to receive the Services and that it is not acquiring LyCI Service Tokens for any other use or purpose, including, any investment, speculative or other financial purposes;
  - (f) it shall have no right against Lykke or any other party to request or require a refund of its Payments, other than set out in these Terms;
  - (g) save as set out in clause 11.10, it shall be solely liable for any costs or expenses, including taxation, which arises as a result of or in respect of a Payment, Distribution or the control of or sale of LyCI Service Tokens.
  - (h) its receipt of a Distribution to it complies with all laws and regulation applicable to it or the jurisdiction it is located in, or has its habitual residence or registered office in, including:
    - (i) having legal capacity and any other threshold requirements in its jurisdiction for acquiring or taking control of LyCI Service Tokens and entering into contracts with Lykke;
    - (ii) any foreign exchange or regulatory restrictions applicable to this contract; and
    - (iii) any governmental or other consents that may need to be obtained.
- 12.3. In the event that any of the warranties and representations in clause 12.2 are incomplete, misleading or untrue, Lykke reserves the right to declare null and void any or all Distributions to the Customer and as a result all LyCI Service Tokens Distributed to the Customer shall be revoked, canceled (burned), or returned to Lykke (at Lykke's election) without further notice. As a result, the Customer shall no longer be the controller or owner of such LyCI Service Tokens and shall have no right to access or use their Account or the Exchange.
- 12.4. The Customer agrees to be financially responsible for all of its use of its Account and the Exchange (including any unauthorised use of its Account as described in this clause 12 or clause 21, which are strictly prohibited).
- 12.5. The Customer agrees to fully reimburse and compensate Lykke on demand from and against any and all damages, liability and costs (including reasonable legal fees) incurred by Lykke in connection with any claim arising out of:
- (a) any fraud or fraudulent misrepresentation the Customer commits;
  - (b) any inaccuracy or defect in any of the information the Customer provides to Lykke;
  - (c) any breach of applicable law or regulation by the Customer;
  - (d) any failure to comply with guidelines or reasonable instructions issued by Lykke from time to time in respect of the Customer's use of the Exchange or LyCI Service Tokens;
  - (e) any use of the Customer's Account by a third party;

- (f) any breach by the Customer of these Terms or a Service Order; and
  - (g) third party claims arising from the Customer's use of the Exchange, its Account, the Services or LyCI Service Token.
- 12.6. The Customer shall cooperate with Lykke in the defense of any claim Lykke receives in relation to the Customer's use of its Account, the Exchange, the Services or LyCI Service Tokens.

### 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Customer acknowledges and agrees that all right, title and interest in all Software provided or used by Lykke under these Terms or any Service Order including all Intellectual Property Rights, belong to and are retained solely by Lykke or its third-party suppliers. These Terms do not provide the Customer with title or ownership of any Intellectual Property Rights or other rights other than the rights specified in these Terms or the relevant Service Order.
- 13.2. If the Customer suggests any new features or functionality for the Software that Lykke subsequently incorporates, such new features or functionality shall be the sole and exclusive property of Lykke and shall be free from any confidentiality restrictions that might otherwise be imposed upon Lykke pursuant to these Terms.

### 14. DISCLAIMERS

- 14.1. Lykke shall provide the Services using reasonable care and skill. However, the Customer acknowledges that Software, the internet and other technology (included but not limited to Blockchain technology) upon which Lykke relies are never completely error free and technical disruptions and human error may interfere with the use of (or cause a loss of) LyCI Service Tokens.
- 14.2. The LyCI Service Tokens and the Exchange are provided on an **“AS IS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.**
- 14.3. Lykke gives no representations, warranties, guarantees or equivalent (whether express or implied) that LyCI Service Tokens are not considered a security in certain jurisdictions and the Customer acknowledges that Blockchain technology and networks, Cryptoassets and LyCI Service Tokens could be impacted by regulatory inquiries or actions, including restrictions on the use or possession of Cryptoassets. The Customer undertakes not to use LyCI Service Tokens in a jurisdiction where their use is illegal and shall bear its own legal or financial consequences if LyCI Service Tokens are deemed by a competent authority to be a security, classified as illegal in a certain jurisdiction or regulatory action impedes or limits their existence, permissibility of use, possession and value in any jurisdiction.
- 14.4. LyCI Service Tokens are currently issued on the Ethereum Blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause LyCI Service Tokens to malfunction or function in an unexpected or unintended manner. Ether and other Cryptoasset Units may themselves lose value and hence impact the value of LyCI Service Tokens and other unforeseeable changes in Ethereum, whether intended or not, may likewise impact the value and usability of LyCI Service Tokens.
- 14.5. No guarantees are given in relation to the capacity or volume of any Cryptoasset Exchanges that LyCI Service Tokens may become exchangeable on, and the Customer acknowledges that there may be a limited market for LyCI Service Tokens resulting in the Customer being unable to exchange LyCI Service Tokens for either other Cryptoassets or fiat currency on any Cryptoasset Exchange other than the Exchange.

## 15. FINANCIAL REGULATION

- 15.1. Lykke is not a financial institution and is currently not under supervision of any financial supervisory authority. Lykke does not provide any licensed financial services and the Services are not a public offering of equity or debt.
- 15.2. These Terms and all Service Orders do not constitute an offer or solicitation to buy or sell shares or securities in any jurisdiction. The Services are a technical solution to assist with the purchasing of Cryptoasset Units.
- 15.3. None of the information or analyses presented is, nor is intended to be, the basis for any investment decision, and no specific recommendations are made or intended. LyCI Service Tokens or the Services are not, do not offer, and shall not be construed as investments or financial products of any kind.

## 16. LIMITATION OF LIABILITY

- 16.1. Nothing in these Terms shall limit or exclude liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.
- 16.2. If the Customer is a Consumer, nothing in these Terms shall limit to less than the amount of the Customer's Payment(s) (where each Payment is measured in British pounds sterling market equivalent value as of the time and date of such Payment (at a rate determined in Lykke's sole discretion)) Lykke's liability to the Customer for Lykke's failure to perform the Services under these Terms with reasonable skill and care.
- 16.3. Subject to clauses 16.1, Lykke and the Customer shall not be liable for any:
- (a) indirect, special or consequential loss or incidental loss;
  - (b) loss of profit;
  - (c) loss of business or business opportunity;
  - (d) loss of revenue;
  - (e) loss of anticipated savings;
  - (f) wasted expenditure;
  - (g) loss of goodwill;
  - (h) loss or corruption of data;
  - (i) loss caused as a result of the Customer's negligence, lack of understanding of Cryptoassets, Blockchain technology or networks, Transfers or Wallets or failure to follow any reasonable instructions issued by Lykke;
  - (j) loss caused as a result of the loss, theft or destruction of the Customer's Private Key(s);
  - (k) loss caused by advances in technology or cryptography (including the development of quantum computers) that effects the security of Cryptoassets;

- (l) loss caused by mining attacks, including double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks;
- (m) loss caused by a change in the exchange rate or value of any Cryptoasset (including as a result of the acts or omissions of Lykke);
- (n) loss caused by any legal, regulatory or technical changes in any part of the world relating to Cryptoassets or Blockchain technology;
- (o) loss caused by a technical vulnerability in any Cryptoassets or Blockchain technology;
- (p) loss caused by a Cryptoasset community’s decision to change the operating model or technical features of a Cryptoasset (whether or not this results in a ‘fork’);
- (q) loss caused by an unforeseeable event set out in clause 29;
- (r) loss caused by the Customer or any third party;
- (s) loss caused by a security breach as detailed in clause 21.3;
- (t) loss caused by the Customer’s chosen method of storing and moving Cryptoassets (including the security systems each Service Wallet has in place); and
- (u) loss caused by the acts or omissions of a bank or banking services provider to Lykke,

(even if advised of the possibility of such loss or damage) arising under or in connection with these Terms whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

- 16.4. Subject to clause 16.1 and 16.2, the total aggregate liability for Lykke or the Customer arising under or in connection with these Terms for any and all events occurring in any Contract Year, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to the total amount of the Customer’s Payment(s) (where each such Payment shall be measured in British pounds sterling market equivalent value as of the time and date of such Payment (at a rate determined in Lykke’s sole discretion)) paid by the Customer to Lykke in that Contract Year.

## **17. ACKNOWLEDGMENT OF CONSUMER PROTECTION LAWS**

Please note that in some jurisdictions consumer protection laws may not allow certain disclaimers or exclusions or limitations of liability and consequently some of the disclaimers, exclusions and limitations of liability in these Terms may not apply.

## **18. SUSPENSION**

- 18.1 The Customer agrees that Lykke may suspend the Customer’s receipt of the Services if Lykke reasonably believes that the Customer has violated or acted inconsistently with the letter or spirit of these Terms or a Service Order or violated the rights of Lykke or any third party.
- 18.2 Lykke will use reasonable endeavors to contact the Customer in advance if exercising its right under clause 18.1.
- 18.3 The Customer agrees that Lykke may modify the Services to the extent that such modification does not materially impact the benefit that the Customer receives from the Services.

## 19. TERMINATION

- 19.1 **Termination by the Customer:** If the Customer is a Consumer it may terminate a Service Order and request that Lykke refund the Payment made under that Service Order provided that:
- (a) the request is made within fourteen (14) days of the date such Payment was made; and
  - (b) Lykke has not provided the Services in respect of that payment in accordance with clause 11.3.
- 19.2 If Lykke issues a refund in accordance with clause 19.1, Lykke shall refund to the Customer's bank account that was used to make the Payment, the amount of fiat currency that was used to make the Payment in fiat currency that was used to make the Payment, within fifteen (15) Business Days of the Customer's initial request.
- 19.3 The Customer acknowledges and agrees that once Lykke has provided the Services in accordance with clause 11.3, Lykke has fully performed the services, the Payment that was used to purchase the LyCI Service Tokens and the Services is no longer refundable and the Customer can no longer exercise its right contained in clause 19.1.
- 19.4 **Termination by Lykke:** Lykke may terminate a Service Order immediately by written notice to the Customer if:
- (a) there is a risk that the Services may be significantly impacted or delayed because of unforeseeable events detailed at clause 29;
  - (b) the Customer has violated these Terms or the terms of a Service Order;
  - (c) any of the information provided by the Customer was (in Lykke's sole discretion) false or misleading;
  - (d) in Lykke reasonable opinion, Lykke believes there has been unauthorised access to the Customer's Account or the Exchange; or
  - (e) Lykke has a legal or regulatory obligation imposed on it, which impacts its ability to provide the Services.

## 20. CONSEQUENCES OF TERMINATION

On termination of a Service Order for any reason: any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms or the Service Order which existed at or before the date of termination shall not be affected; and

- (b) the following clauses of these Terms shall continue in force: clause 5 (Definitions and Interpretation), clause 12 (Customer Obligations), clause 13 (Intellectual Property Rights), clause 14 (Disclaimers), clause 16 (Limitation of Liability), clause 20 (Consequences of Termination), clause 22 (Personal Information), clause 23 (Delay in enforcing rights), clause 24 (What happens if a court finds these Terms to be illegal), clause 26 (No other party other than Lykke and the Customer have rights under these Terms or a Service Order), clause 27 (Confidentiality), clause 28 (Notices), clause 31 (Disputes and Complaints).

## 21. SECURITY

- 21.1 The Customer shall implement and maintain reasonable and appropriate measures designed to secure access to:

- (a) its Account;
- (b) any device associated with the email address associated with its Account; and
- (c) Private Keys (howsoever stored) required to access any relevant Wallet relating to their Distributions and receipt of the Services.

21.2 The Customer shall not access their Account using any service or technology that hides or disguises the actual internet connection of the Customer (including proxies and virtual private networks).

21.3 The Customer's Account is personal to the Customer and the Customer shall not share their Account with anyone. If the Customer suspects or becomes aware of any unauthorised use of its Account or any security breach it shall immediately inform Lykke by sending an email to the address set out in clause 1.2. Lykke shall take such actions and measures as may be (in Lykke's sole discretion) possible and reasonably necessary to attempt to secure the Customer's Account, the Exchange, LyCI Service Tokens and systems as a whole.

## **22. PERSONAL INFORMATION**

Lykke's privacy policy at [https://www.lykke.com/cp/privacy\\_policy](https://www.lykke.com/cp/privacy_policy) sets out how Lykke gathers, stores, uses and discloses Personal Data and such privacy policy forms part of these Terms.

## **23. DELAY IN ENFORCING RIGHTS**

If Lykke does not insist immediately that the Customer does something it is required to do under these Terms or any Service Order, or if Lykke delays in taking steps against the Customer in respect of it breaking these Terms or a Service Order, this will not mean that the Customer will not have to do those things and it will not prevent Lykke from taking steps against the Customer at a later date.

## **24. WHAT HAPPENS IF A COURT FINDS THESE TERMS TO BE ILLEGAL**

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 24 shall not affect the validity and enforceability of the rest of these Terms.

## **25. TRANSFERRING THESE TERMS**

Lykke may transfer its rights and obligations under these Terms or a Service Order to another organisation. Lykke will always inform the Customer in writing if this happens and will ensure that the transfer will not affect the Customer's rights under these Terms or a relevant Service Order. The Customer may only transfer its rights or obligations under these Terms or a Service Order (other than a LyCI Service Token itself) to another person if Lykke agrees to this in writing in advance of such a transfer.

## **26. NO OTHER PARTY OTHER THAN LYKKE AND THE CUSTOMER HAVE RIGHTS UNDER THESE TERMS OR A SERVICE ORDER**

These Terms and all Service Orders all are between Lykke and the Customer. No other person shall have any rights to enforce any of the terms. Neither Lykke nor the Customer will need to get the agreement of any third party to make any changes to these Terms or a Service Order.

## **27. CONFIDENTIALITY**

The Customer and Lykke shall each protect each other's Confidential Information against any unauthorised disclosure, not make use of any such Confidential Information for any purpose

other than in connection with these Terms or a Service Order and shall notify the each other if it becomes aware of any such unauthorised disclosure.

## **28. NOTICES**

- 28.1. All notices, invoices, requests, demands or communications required or permitted by these Terms or any Service Order shall be in writing and delivered personally, by electronic mail or post to Lykke using the details at clause 1.2 and to the Customer using such details as agreed in writing by Lykke and the Customer. All notices, requests, demands or communications shall be deemed received upon receipt for personal delivery, or on the Business Day following the date of sending if sent using electronic mail or post.
- 28.2. This clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **29. UNFORESEEABLE EVENTS**

Neither Lykke or the Customer will be liable to the other for any delay or non-performance of its obligations under these Terms or any Service Order arising from any cause or causes beyond its reasonable control including, any of the following: act of God, governmental act, hacking, war, fire, flood, failure of a Cryptoasset, a change in law or regulation which means that the Exchange, or the Services become unviable or unfeasible for Lykke to operate or administer, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, explosion or civil commotion.

## **30. NO PARTNERSHIP OR AGENCY**

- 30.1. Nothing in these Terms or any Service Order is intended to, or shall be deemed to, establish any partnership or joint venture between Lykke and the Customer, constitute any Lykke or the Customer as agent of any other person, or authorise Lykke or the Customer to make or enter into any commitments for or on behalf of any other person.
- 30.2. Lykke and the Customer confirm they are acting on their own behalf and not for the benefit of any other person.

## **31. DISPUTES AND COMPLAINTS**

- 31.1. These Terms and all Service Orders shall be governed by and construed in accordance with the laws of England. Any dispute, controversy or claim arising out of or in relation to the Terms shall be dealt with exclusively by the courts of England.
- 31.2. If the Customer has a complaint or query about these Terms, any Service Order, and/or LyCI Service Tokens, the Customer should contact Lykke using the details shown at clause 1.2.

## SCHEDULE 1 – SERVICE METHODOLOGY

Available on [www.lykke.com/lyci-terms-of-service](http://www.lykke.com/lyci-terms-of-service).