



1. General terms and conditions

1.1. In these terms the following expressions have the meanings set out below (unless the context otherwise requires):

1.1.1. 'Agreement' means the Offer Letter and these terms.

1.1.2. 'Amount' has the meaning given in the Offer Letter.

1.1.3. 'Moneybrain Compliance Documentation' means such information and documentation as is required pursuant to the Proceeds of Crime Act 2008.

1.1.4. 'Moneybrain BiPS Tokens' has the meaning given in the Offer Letter.

1.1.5. 'Business Day' means a day (which for these purposes ends at 5.00 p.m.) on which clearing banks are open for sterling banking business in England and Wales other than a Saturday or a Sunday.

1.1.6. 'Encumbrance' means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement.

1.1.7. 'Token Issue' means the issue of the Moneybrain BiPS tokens.

1.1.8. 'You' means the person to whom the Offer Letter is addressed.

1.1.9. 'The Offer Letter' means the letter addressed to You which accompanies these terms.

1.1.10. 'Issue Conditions' has the meaning given in clause 4 of these terms.

1.1.11. 'Token Issue Date' means the date on which the Moneybrain BiPS Tokens are issued to You.

1.2. Clause headings are for ease of reference only and shall not affect the construction of this agreement.

1.3. Words importing one gender shall be construed as importing any other gender.

1.4. Words importing the singular shall be construed as importing the plural and vice versa.

1.5. References to persons shall include bodies corporate and vice versa.

1.6. The words 'written' or 'in writing' shall include printing engraving lithography or any other means of visual reproduction.

1.7. Where the context requires any terms in the Offer Letter shall have the meaning given to them in these terms.

2. Payment and registration

2.1. The Moneybrain BiPS Token will be subject to the terms of the issue at that time.

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2.2. The Issue Condition for the purposes of clause 4 is that you provide to the satisfaction of Moneybrain Compliance Documentation.

3. Representations from Option Holder

3.1. Moneybrain is entering into this Agreement on the basis of, and in reliance on, the following warranties (“the Warranties”):-

3.1.1. You can legally purchase the Moneybrain BiPS Tokens in your jurisdiction;

3.1.2. You have made your own independent enquiries regarding the Moneybrain BiPS Tokens and have taken all legal and any other advice that you consider is appropriate and is necessary in relation to this Agreement and the Moneybrain BiPS Tokens.

3.1.3. You will meet all taxes where due by You in respect of the purchase of the Moneybrain BiPS Tokens; and

3.1.4. You are acting on your own behalf and not as agent for or on behalf of a third party.

3.2. You warrant and represent to Moneybrain that each Warranty is true and not misleading on the date of this Agreement.

3.3. The Warranties are deemed to be repeated on each day up to and including the Token Issue Date and any reference made to the date of this Agreement (whether express or implied) in relation to any Warranty shall be construed, in relation to any such repetition, as a reference to each such day.

3.4. If at any time before or on the Token Issue Date You become aware that a Warranty has been breached, is untrue or is misleading, or has a reasonable expectation that any of those things might occur, you shall immediately notify Moneybrain.

3.5. If at any time before or on the Token Issue Date it becomes apparent that a Warranty has been breached, is untrue or misleading, or You have breached any other term of this Agreement, Moneybrain may (without prejudice to any other rights it may have in relation to the breach) not issue the Moneybrain Tokens to You and or rescind this Agreement by notice to You.

3.6. Each of the Warranties is separate and, unless otherwise specifically provided, is not limited by reference to any other Warranty or any other provision in this agreement.

4. Assignment

4.1. You may not assign, transfer or otherwise dispose of or grant any Encumbrance or security interest over, any of Your rights and/or benefits under this Agreement.

5. Whole Agreement

5.1. This Agreement constitutes the whole agreement between the parties and supersedes any arrangements, understanding or previous agreement between them relating to the subject matter they cover. For the avoidance of doubt and without limiting the foregoing the white paper referred to in the Offer Letter does not form part of this Agreement.

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6. Notice

6.1. For the purposes of this agreement, Notices to either party shall be given to them at the following addresses:

6.1.1. For Moneybrain: e-mail address we provide you with.

6.1.2. For You: the address at which the Offer Letter is addressed to You.

6.2. A Party may change any of its details given by giving not less than 5 (five) Business Days' notice to the other Party.

6.3. Notices may be given and will be deemed received:

6.3.1. By hand: on receipt of a signature at the time of delivery; by pre-paid first-class post: at 9.00 am on the 2nd (second) Business Day after posting; and by email 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.

6.4. This Clause 6 (Notice) does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

7. Limitations and exclusions of liability

7.1. Nothing in these terms and conditions will: (i) limit or exclude our or your liability for death or personal injury resulting from negligence; (ii) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (iii) limit any of our or your liabilities in any way that is not permitted under applicable law; or (iv) exclude any of our or your liabilities that may not be excluded under applicable law.

7.2. The limitations and exclusions of liability set out in this section and elsewhere in these terms and conditions:

7.2.1. are subject to the preceding paragraph; and

7.2.2. govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

7.3. We will not be liable for any loss or damage of any nature arising out of or in connection with the website or your use of the website.

7.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.6. We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

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7.8. You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions. This will not, of course, limit or exclude the liability of the company itself for the acts and omissions of our officers and employees.

7.8.1 We do not give any guarantee that access to the website or its content will be free from errors and uninterrupted. Nor do we give any guarantee that the website or its content will be free from viruses or anything else that may be considered harmful. It is your responsibility to put the necessary safeguards in place to protect yourself and your technology.

8. Variation or Amendment

8.1. No amendment or variation of this agreement or the rights contained herein may be made except with the express written consent of the other party hereto.

8.2. From time to time we may update our terms and conditions by posting a revised version on our website. We recommend that you check the terms and conditions on the website occasionally to ensure that you are informed of, and happy with, any amendments. Continued use of the website after the terms and conditions have been revised will constitute your acceptance of the revised terms and conditions.

9. Governing Law and Jurisdiction

9.1. This agreement is governed by and shall be construed in accordance with the laws of England and Wales.

9.2. Any disputes under or relating to these terms and conditions and/or the website will be subject to the exclusive jurisdiction of the English and Welsh courts.

10. Severability

10.1. If any provision detailed in these terms and conditions is deemed unlawful, invalid or unenforceable that provision will be deemed severed from the remainder and the validity and enforceability of the remaining provisions will not be affected.

11. Regulators and registrations

11.1. Moneybrain Ltd is registered with the Financial Conduct Authority. Registration number is 733680. Moneybrain Ltd is registered with the Information Commissioner's Office: Registration number Z3355634.

12. Privacy

12.1. We take your privacy very seriously. Please take the time to familiarise yourself with our [Privacy Policy](#) to understand how we treat your personal information.

12.2. Some user content will be published on the website such testimonials.

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13. Contact details

13.1. Moneybrain Ltd 28B London Rd Alderley Edge Cheshire SK9 7DZ. Registered office is 28B London Rd Alderley Edge Cheshire SK9 7DZ. Company number: 06322797.

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