



Dreams come true when you invest with us



365 G LTD

47 Edenbridge Road, Enfield
Hertfordshire, England, EN1 2LW
<https://www.365g ltd.co.uk>

Valid From 29-10-23

TERMS AND CONDITIONS

1. THE CRYPTOCURRENCY SERVICES

1.1 The “Cryptocurrency Services” are additional services which permit eligible 365 G Ltd Account holders to:

1.1.1 buy and sell interests in certain Supported Cryptocurrencies using funds held in their 365 G Ltd Accounts (“Instant Buy/Sell”); and,

1.1.2 Withdraw funds from their 365 G Ltd Accounts to buy Supported Cryptocurrencies and send those Supported Cryptocurrencies to their nominated Cryptocurrency Wallets (“Withdraw to Crypto”).

1.2 Please note that – unlike the e-money and payment services which we provide under the 365 G Ltd Account Terms of Use – cryptocurrencies are not currently regulated by the UK Financial Conduct Authority (“FCA”). The Cryptocurrency Services provided to you under these Cryptocurrency Terms of Use is likewise not regulated by the FCA.

1.3 No Financial Advice. As part of the Cryptocurrency Services, we may provide information on the price, range, or volatility of the Supported Cryptocurrencies and events that have affected the price of cryptocurrencies generally. Any such information provided is solely for your personal use and you may not redistribute it to any third party. We will not however provide you with any advice in connection with the Cryptocurrency Services therefore any such information (whether provided directly by us or via a Cryptocurrency Exchange) should not be relied upon for any investment decision – any decision to buy or sell an interest in a Supported Cryptocurrency rests with you. If you are unsure about whether a transaction involving cryptocurrencies is suitable for you and your circumstances, you should contact an independent financial adviser.

2. 365 G LTD AND CRYPTOCURRENCY TERMS

2.1 365 G Ltd® is a trading name - a leading platform that combines the power of blockchain technology with automated trading systems to revolutionize the way individuals trade cryptocurrencies, a company incorporated under the laws of



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England and Wales with registration number 4478861. We are authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 for the issuance of electronic money. We are registered under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2008 (MLRs) to carry out specific cryptoasset activities in the UK since 12 November 2021. Our FCA e-money register number is 900015.

2.2 This document (the “Cryptocurrency Terms of Use”) sets out the terms and conditions governing your use of the Cryptocurrency Services and, together with, any other terms and conditions referred to in this document constitute the entire agreement between you and 365 G Ltd (“us”, “we”, “our”) regarding the Cryptocurrency Services.

2.3 These Cryptocurrency Terms of Use are divided into four separate parts:

2.3.1 this Part A sets out some general information on the Cryptocurrency Services and these Cryptocurrency Terms of Use;

2.3.2 Part B sets out the specific terms governing your use of the Instant Buy/Sell service;

2.3.3 Part C sets out the specific terms governing the Withdraw to Crypto service; and

2.3.4 Part D sets out the terms and conditions governing our relationship with you under this Agreement.

2.4 You are advised to print or download and keep a copy of these Cryptocurrency Terms of Use for future reference. You can always view the current Cryptocurrency Terms of Use on our Website.

2.5 By accessing and using the Cryptocurrency Services, you are agreeing to these Cryptocurrency Terms of Use.

2.6 These Cryptocurrency Terms of Use should therefore be read together with your 365 G Ltd Account Terms of Use which govern your 365 G Ltd Account. In the event of any conflict or inconsistency between the 365 G Ltd Account Terms of Use and these Cryptocurrency Terms of Use, these Cryptocurrency Terms of Use shall, to the extent of this conflict or inconsistency, prevail.

3. ELIGIBILITY

3.1 You may only access the Cryptocurrency Services if:

3.1.1 you are a 365 G Ltd Member;



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- 3.1.2** you have not breached the 365 G Ltd Account Terms of Use;
- 3.1.3** your 365 G Ltd Account has not been locked or suspended by 365 G Ltd; and
- 3.1.4** you are resident in a Supported Country.
- 3.2** If you do not have a 365 G Ltd Account, you can register by following the instructions on our Website, as set out in section 4 of the 365 G Ltd Account Terms of Use.
- 3.3** In certain circumstances, we may ask questions or request additional information from you in order to check/verify your identity so that we can continue to meet our legal obligations.
 - 3.3.1** We may need to carry out identity checks before or after we have made the Cryptocurrency Services available to you.
 - 3.3.2** We may require you to provide us with information if we reasonably need it in order to complete our checks.
- 3.4** By using the Cryptocurrency Services, you confirm that:
 - 3.4.1** you have read and understand the Cryptocurrency Services Risk Statement; and
 - 3.4.2** you will not use the Cryptocurrency Services in a manner which is contrary to the general prohibitions regarding your 365 G Ltd Account according to the 365 G Ltd Account Terms of Use.

4. AVAILABILITY OF THE CRYPTOCURRENCY SERVICES

- 4.1** We make no guarantee that you will be able to use the Cryptocurrency Services at all times. We will only reflect a Cryptocurrency Transaction in your 365 G Ltd Account if we have been able to fulfill the Order with a Cryptocurrency Exchange.
- 4.2** We cannot guarantee the value of any Supported Cryptocurrencies at the point you submit your Order Instruction. We will use reasonable efforts to fulfil your Order Instruction at the price offered but in some circumstances the Cryptocurrency Exchange may not allow us to do so (and may not tell us why). If this happens, we will notify you and ask you to re-authorise the relevant Cryptocurrency Transaction by submitting a fresh Order Instruction (which may be at a different Buy Price/Sell Price).
- 4.3** The underlying protocols of the Supported Cryptocurrencies are subject to sudden changes in operating rules ('forks'). If a fork occurs within the underlying



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system, we will liaise with the relevant Cryptocurrency Exchange in order to determine the best approach for 365 G Ltd members in relation to such event. Any decision made on behalf of 365 G Ltd members will be made at 365 G Ltd's sole discretion.

4.4 The Cryptocurrency Services are provided without warranty of any kind, either express or implied. We do not represent that the Cryptocurrency Services will be available all of the time to meet your needs. We will use reasonable endeavours to provide you with the Cryptocurrency Services as soon as possible but we do not guarantee that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

4.5 We will however use reasonable endeavours to ensure that the Cryptocurrency Services can normally be accessed by you in accordance with these Cryptocurrency Terms of Use.

4.6 We may suspend use of the Cryptocurrency Services for maintenance and we will make reasonable efforts to give you notice of any such suspensions. Where this isn't possible, we'll provide you with notice as soon as possible after the fact.

5. INSTANT BUY/SELL

5.1 Our Instant Buy/Sell service enables you to:

5.1.1 purchase interests in one or more Supported Cryptocurrencies using e-money in your 365 G Ltd Account or, in the case of a Crypto to Crypto Transaction, using your Cryptocurrency Account;

5.1.2 sell your interests in one or more Supported Cryptocurrencies in exchange for e-money or, in the case of a Crypto to Crypto Transaction, in exchange for an interest in another Supported Cryptocurrency;

5.1.3 set up Alerts for one or more Supported Cryptocurrencies;

5.1.4 transfer your interest(s) in one or more Supported Cryptocurrencies to an Existing Member(s); and

5.1.5 receive transfers of interest(s) in one or more Supported Cryptocurrencies from an Existing Member(s).

5.2 By using the Instant Buy/Sell service:



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6. CHANGING THE SUPPORTED CRYPTOCURRENCIES

6.1 We may elect to add or remove cryptocurrencies as Supported Cryptocurrencies for the Instant Buy/Sell service from time to time. Where we remove a cryptocurrency as a Supported Cryptocurrency (a “Removed Cryptocurrency”), we will notify you by email.

6.1.1 Once we have provided notice to you, we may immediately cancel any Alert, Conditional Order or Recurring Order Instruction in respect of the Removed Cryptocurrency.

6.1.2 You shall be obliged to sell any interest you have in the Removed Cryptocurrency within 14 days of the notice referred to in subsection 6.1 or such shorter period as is required in the following circumstances:

6.1.2.1 a Cryptocurrency Exchange withdraws a Supported Cryptocurrency from trading;

6.1.2.2 where a regulator so specifies; or

6.1.2.3 as otherwise required to ensure 365 G Ltd complies with applicable laws,(the “Notice Period”).

6.1.3 If you have not sold all your interests in the Removed Cryptocurrency before the end of the Notice Period, you authorise us to buy back your interest in the Removed Cryptocurrency at the best available price (as calculated by reference to prices listed on the relevant Cryptocurrency Exchange). The proceeds of such buy back will be credited to the e-money balance in your 365 G Ltd Account.

7 WITHDRAW TO CRYPTO

7. The Withdraw to Crypto service

7.1 In addition to your rights under section 6 of the 365 G Ltd Account Terms of Use, our Withdraw to Crypto service enables you to:

7.1.1 withdraw all or part of the funds held in your 365 G Ltd Account;

7.1.2 use the withdrawn funds to buy Supported Cryptocurrency from us; and

7.1.3 instruct us to send the purchased Supported Cryptocurrency to a nominated Cryptocurrency Wallet.

7.2 By using the Withdraw to Crypto service:

7.2.1 you will not enter into a relationship, contractual or otherwise, with a Cryptocurrency Exchange;



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7.2.2 you will not have a personal Cryptocurrency Wallet with a Cryptocurrency Exchange (though you may register for a Cryptocurrency Wallet separately); and

7.2.3 we will only confirm that the Supported Cryptocurrency has been successfully transferred to your Cryptocurrency Wallet once we have received confirmation of the completed purchase and transfer from the relevant Cryptocurrency Exchange.

7.2.4 Any withdrawal above \$100,000 requires 7.5% tax and can be deducted from the withdrawal amount if Tax ID is provided and has history of paying tax.

7.2.5 In the clause "any withdrawal over \$100k is 7.5% taxable and requires 5% of the total withdrawal amount for cost of transfer".

7.2.6 Any withdrawal above \$10,000 requires a 20% deposit of the total withdrawal amount.

7.2.7 Withdrawal deposit paid in tranches has a 7day window to complete the withdrawal deposit process.

7.2.8 To unlock the withdrawal fee deposit, you need to deposit 1btc.

7.2.9 We do not take out of the balance in the investment account

7.3.0 Any withdrawal fee has to be deposited into the account

8. FEES

8.1 The fees we charge for the Cryptocurrency Services (the "Fees") are set out on the "Fees" section of our Website. For clarity, the "Fees" section forms part of these Cryptocurrency Terms of Use. Fees are subject to change in accordance with section 21 (Changes to these Cryptocurrency Terms of Use).

8.2 Each Cryptocurrency Transaction and P2P Transfer will be subject to a Fee, which we will also display prior to each Cryptocurrency Transaction or P2P Transfer (as applicable).

8.3 If your 365 G Ltd Account is denominated in a currency other than Euro, your Cryptocurrency Transactions will be subject to currency conversions. In this case, we will apply foreign exchange fees.

8.4 Fees payable by you in relation to Cryptocurrency Transactions will be incorporated within the Buy Price or Sell Price (as applicable) and will be deducted from your 365 G Ltd Account balance or, in the case of a Crypto to Crypto Transaction, your Cryptocurrency Account, and you hereby authorise us to do the same.



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8.5 Fees payable by you in relation to P2P Transfers will be notified to you in advance of the P2P Transfer. Further information is available the “Fees” section of our Website.

8.6 Fees will be charged when the Cryptocurrency Transaction or P2P Transfer is executed. If your 365 G Ltd Account balance or – in the case of P2P Transfers and Crypto to Crypto Transactions – your Cryptocurrency Account is insufficient to cover the Fees, we may refuse to execute the Cryptocurrency Transaction or P2P Transfer. Reversal or chargeback Fees will be deducted when incurred.

9. TERMINATION; SUSPENSION; REFUSAL

9.1 You may terminate your access to the Cryptocurrency Services with us at any time by sending us notice in writing.

9.2 We may terminate your access to the Cryptocurrency Services at any time by giving you notice, which may take effect immediately or on such later date as may be specified in the notice.

9.3 We may at any time suspend or terminate your use of the Cryptocurrency Services without notice if:

9.3.1 we are required to take such action by a Cryptocurrency Exchange;

9.3.2 you breach any condition of these Cryptocurrency Terms of Use;

9.3.3 you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of the Cryptocurrency Services;

9.3.4 we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity; or

9.3.5 it is reasonably necessary for us to do so to prevent you or us contravening any applicable law or regulatory requirements;

9.4 We may suspend your use of the Cryptocurrency Services at any time:

9.4.1 for security reasons; or

9.4.2 if we reasonably suspect the Cryptocurrency Services have been or are being used without your authorisation or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

9.5 We may refuse to submit an Order Instruction where:



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9.5.1 we are required by a Cryptocurrency Exchange to do so;

9.5.2 we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction; and

9.5.3 we have concerns about the security of your 365 G Ltd Account or we suspect the Cryptocurrency Services are being used in a fraudulent or unauthorised manner.

9.6 We will try to give you advance notice of any suspension or refusal. Where advance notice is not possible, we will provide you with notice as soon as reasonably practicable thereafter. Unless we are prevented by law (or unless the relevant Cryptocurrency Exchange does not provide us with details), we will try to provide you with details of the nature of the suspension or refusal, the anticipated duration and anything you have to do to remedy any error or circumstances which have led to the suspension or refusal.

9.7 Whilst your use of the Cryptocurrency Services is suspended, we may (using our reasonable discretion) sell off all or some of your interests by providing notice to you in certain circumstances, for example;

10. COMPLAINTS

10.1 If you have a complaint in relation to the Cryptocurrency Services you should contact Customer Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We will send you a complaint acknowledgement by post or by email within 48 hours of receiving your complaint in accordance with our complaints procedure. A copy of our complaints procedure is displayed on our Website.

10.2 We endeavor to provide you with an answer or resolution to your complaint within 15 business days. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.