



EAGLEO

## 1) Introduction

1.1) These Cryptocurrency Terms are to be read in conjunction with and are ancillary to the Generally Applicable Terms as can be found at [www.eagleo.net/](http://www.eagleo.net/)

1.2) These Cryptocurrency Terms set out the basis on which EGL will provide you with the option of gaining exposure to certain cryptocurrencies. They constitute a framework agreement which sets out the terms and conditions of you using, accessing, viewing, or in any way interacting with EGL including applying for an Account or using EGL's Cryptocurrency Services (the "Cryptocurrency Services") in any way ("EGL Interaction").

1.3) Before you can obtain exposure to the Cryptocurrency Services you are required to read these Cryptocurrency Terms and the various associated risk warnings contained herein as well as the associated Generally Applicable Terms.

1.4) By proceeding with any EGL Interaction, you accept and acknowledge the associated risks in dealing with cryptocurrencies and the Cryptocurrency Services and your agreement with these Cryptocurrency Terms and the Generally Applicable Terms. You further agree to accept the decisions of EGL with respect to all matters relating to the Cryptocurrency Services including the terms of any third-party providers which EGL may engage with in the provision of the Cryptocurrency Services.

1.5) Although EGL is a regulated entity, it is important to note that the Cryptocurrency Services we provide in relation to these Cryptocurrency Terms, as with the majority of cryptocurrency services across the world, are currently unregulated in some Territories, and in some are illegal.

1.6) By using EGL Cryptocurrency Services, you agree to be bound by and acknowledge and understand these Cryptocurrency Terms, the Generally Applicable Terms, and the associated risks as stated herein or as otherwise may be applicable. You further agree that:

1.6.1) You have the full (including legal) capacity to accept these Cryptocurrency Terms and enter into a transaction involving cryptocurrencies;

1.6.2) Your jurisdiction or country of residence allows you to register an account with EGL and use the Cryptocurrency Services and you are not a resident of a country which prohibits the purchase, sale or custody of cryptocurrencies, whether directly or indirectly;

1.6.3) You have at all times provided correct and accurate information during the process of creating a EGL Account and during any and all EGL Interaction. You undertake that if your details change you will notify EGL immediately and you shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate information;

1.6.4) It is your sole responsibility to ensure your compliance with the laws of your jurisdiction or country of residence or any other applicable country from which you may be using the Cryptocurrency Services and you agree to indemnify EGL for all consequences of failure to do so;

1.6.5) You will not use the Cryptocurrency Services except for their intended purpose and not contrary to the general prohibitions regarding your EGL Account according to our Generally Applicable Terms; and



EAGLEO

1.6.6) You are familiar with the nature and workings of the technology behind cryptocurrencies, and in particular the irreversibility of transactions and the apparent risks associated with exposure to cryptocurrencies.

1.6.7) If you do not accept these Cryptocurrency Terms you are not permitted to use our Cryptocurrency Services or in any way proceed with any EGL Interaction and must cease doing so immediately.

## 2) **Risk Warnings**

2.1) By using the Cryptocurrency Services or engaging in any EGL Interaction, you acknowledge that you understand and accept all associated risks. The below is not intended to be an exhaustive list and the risks usually inherent in dealing with cryptocurrencies apply. There may be additional risks that we have not foreseen or identified in these Cryptocurrency Terms or any other risk warnings. Please read the following risk warnings carefully. You should carefully assess whether your financial situation and tolerance for risk is suitable for any form of exposure to cryptocurrencies.

2.2) You acknowledge and agree that:

2.2.1) Cryptocurrencies are still an experimental technology which is evolving and may change at any time;

2.2.2) The trading and exchange of real or virtual currencies involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, you may increase or lose value in your digital assets at any given moment. Any currency – virtual or not – may be subject to large movements in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or exchanging any cryptocurrency;

2.2.3) Cryptocurrency exchanges also carry special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, cryptocurrency is a unique type of currency, backed by technology and trust. There is no central bank that can take corrective measure to protect the value of cryptocurrency in a crisis, or issue more currency;

2.2.4) The price or value of cryptocurrency can rapidly increase or decrease at any time and may even fall to zero. The risk of loss in trading or holding cryptocurrencies can be substantial and can result in the loss of your entire exposure;

2.2.5) Using EGL Cryptocurrency Services may carry regulatory risk, which may arise from the suspension or termination of your EGL Account due to legal or regulatory reasons;

2.2.6) Our banking providers do not transfer cryptocurrencies, exchange cryptocurrencies, or provide any services in connection with cryptocurrencies;

2.2.7) EGL Services may carry operation risk due to the potential malfunctioning of the EGL or due to scheduled or unscheduled downtime.



### 3) **Cryptocurrency Services**

3.1) EGL offers you cryptocurrency exposure as part of the Cryptocurrency Services, enabling you to use certain of the Electronic Money held in your EGL Account (i.e. standard, non-virtual currency that is issued by a central bank, otherwise known as “fiat currency”) to obtain exposure to Cryptocurrency.

3.2) EGL may from time to time notify you of additional Cryptocurrencies to which we will offer exposure.

3.3) When you wish to gain or cease exposure to Cryptocurrency you shall instruct EGL to effect a buy or sell order on your behalf via a Cryptocurrency Exchange.

3.4) As a EGL Account holder, you will have no relationship, contractual or otherwise, with the Cryptocurrency Exchange. EGL will be the contracting party with the Cryptocurrency Exchange and will carry out such exchanges in relation to your transaction.

3.5) When you purchase Cryptocurrency, it is not held in EGL’s custody. Custody of the Cryptocurrencies which EGL offers exposure to remains with the relevant Cryptocurrency Custodian.

3.6) User cryptocurrency will be stored in a “Wallet” currency account and administered by EGL. EGL will maintain a record of the amount of each EGL Account holder’s interest which will be displayed in each EGL Account holder’s EGL Account alongside their fiat balances if applicable.

### 4) **Transfers and Spending**

4.1) If your EGL Account is active and you have a sufficient balance in your EGL Account, you will be able to transfer cryptocurrencies to other EGL Accounts belonging to other EGL Account holders within the EGL.

4.2) If a EGL Account holder (“A”) wishes to transfer their cryptocurrency exposure to another EGL Account holder (“B”), EGL will action this transfer by assigning A’s right to the cryptocurrency in the pooled account (see Clause 3 above) to B. EGL will adjust its records of the cryptocurrency exposure held by each of A and B in the pooled account accordingly.

4.3) If you want to spend any part of your cryptocurrency exposure, which is being recorded in your EGL Account, EGL will, subject to Clause 5 of these Cryptocurrency Terms, automatically exchange any cryptocurrency exposure into fiat currency, settling with the merchant in the respective fiat currency.

### 5) **Restrictions relating to the Cryptocurrency Services**

5.1) EGL may apply limits to the amount of cryptocurrency that a EGL Account holder will be able to gain exposure to per transaction. These limits will be determined at EGL’s sole discretion and may be amended and adjusted from time to time.

5.2) Any limits as described in Clause 5.1 above will be outlined whilst using the Cryptocurrency Services and before any proposed transaction is accepted.



EAGLEO

5.3) You may transfer certain cryptocurrency assets held outside of a EGL Account into a EGL Account, the assets accepted are subject to change with limited or no notice based on rules obligations EGL are subject to. You may be able to transfer part, or all of your cryptocurrency exposure held as part of the Cryptocurrency Services to other cryptocurrency wallets held outside of the EGL (for example transferring your BTC exposure to other bitcoin wallets).

5.4) Your cryptocurrency exposure balance may be transferred as Cryptocurrency or FIAT, if transferring as FIAT the cryptocurrency asset must be converted to the relevant FIAT currency. While EGL welcomes feedback on the functioning, you agree that any calculations done by EGL or its third-party service providers are final unless further amended by EGL.

## 6) **Availability of Cryptocurrency Services**

6.1) We make no guarantee that you will be able to gain your requested exposure to a cryptocurrency at the time of your request. EGL will only enact an exchange to a Cryptocurrency on your behalf if the related exchange has been successfully carried out with the relevant Cryptocurrency Exchange.

6.2) We cannot guarantee the value of any cryptocurrency at the point of your request for exposure.

6.3) In the event that a 'fork' occurs within the underlying Cryptocurrency's protocol, we will liaise with the relevant Cryptocurrency Exchange in order to determine the best approach for EGL Account holders in relation to such event. Any decision made on behalf of EGL Account holders will be made at EGL's sole discretion. For more information about forks please see our FAQs.

6.4) We will use reasonable endeavours to ensure that the Cryptocurrency Services can normally be accessed by you in accordance with these Cryptocurrency Terms. However, the Cryptocurrency Services are provided without warranty of any kind, either express or implied. We do not represent that the Cryptocurrency Service will be available 100% of the time to meet your needs. We will use reasonable endeavours to provide you with the Cryptocurrency Service as soon as possible but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

6.5) We may suspend use of the Cryptocurrency Services for maintenance and we will make reasonable efforts to give you notice. You acknowledge that this may not be possible in an emergency.

## 7) **Fees**

7.1) Any applicable fees we charge for the Cryptocurrency Services will be shown at the time of making a Cryptocurrency Transaction, before you confirm the same. We may from time to time change our Fees, and introduce new fees, in accordance with these Cryptocurrency Terms or any other applicable EGL Terms.

7.2) Users will pay a fee on each transaction which has been derived from the relevant Cryptocurrency Exchange plus a margin, to account for volatility. The price you will pay for a



EAGLEO

Cryptocurrency Transaction will be clearly shown and fixed for a set period of time before you confirm the same.

7.3) The cost of the fees will be included in the price of your Cryptocurrency Transaction and therefore be taken in your pre-selected fiat currency.

7.4) There are no other additional fees for signing up or using the Cryptocurrency Services.

7.5) For more information about our fees in relation to the Cryptocurrency Services, please see our Fees section on the Website.

7.6) We accept BTC, ETHEREUM and DOLLARS.

7.7)	Eagleo Purchase	0% Fees
	Eagleo Transfer	2% Per Transaction
	Eagleo Withdrawal	10% Per Transaction