

BAANX GENERAL TERMS & CONDITIONS

If you continue to browse and use this website and subscribe to our products & services, you are agreeing to the following terms and conditions of our Privacy Policy.

Please also be aware that we may amend our Privacy Policy periodically, which will be reflected in the latest date and version on our website.

If we do make any material changes, we will notify you by email, as received by law and/or prior to these changes becoming effective.

To enable us to provide our products & services to you, we require consent from you, when processing your personal information and we will ask you for this in collecting, using and disclosing this as described below. For further details on how we process your data, please refer to our Privacy Policy located [HERE](#).

1. USER / CUSTOMER AGREEMENT

The Cryptocurrency-based services provided by Baanx Group as set out in Sections [5.1, 5.2, and 5.5] below are not regulated financial services which means that they are not subject to the Financial Ombudsman Service or the Financial Services Compensation Scheme. Therefore, and in general, You should carefully consider whether purchasing, holding, or in any way dealing with or in Cryptocurrencies and related products is suitable for You, bearing in mind Your overall financial circumstances and Your risk appetite.

By transferring an amount of Cryptocurrency into a Baanx Wallet, possession and ownership of that cryptocurrency passes to Us and You shall have no proprietary title in it. You have a continuing right to request the Restoration of any amount of Cryptocurrency shown in the Wallet in accordance with, and subject to any deductions made pursuant to, these terms.

By transferring Cryptocurrency in a Baanx Wallet, You acknowledge that there shall be no custody relationship between You and Us in respect of the Cryptocurrency deposited. You also acknowledge that in the event that any of Us becomes insolvent and / or enters liquidation, You may not be able to have the full value of Your transfers restored to You, and other than Your rights as a creditor of the relevant entity under any applicable laws, You may not have any legal remedies or rights in connection with Our obligations to You.

Any monetary value that You request to be transferred to the CL Debit Card (“CL Card”) is identified as electronic money (“E-Money”) and therefore regulated by the Financial Conduct Authority (“FCA”), and / or within the European Union by the Bank of Lithuania.

The CL Card and underlying Account holding those relevant funds, are maintained and operated by Optimus Cards UK Ltd, an authorised electronic money institution authorised and regulated by the FCA with register number 902034.

Baanx offers products & services in partnership with particular entities as follows below:

Residence	Product	Entities	Company Details
UK/EU	Crypto Wallet	Bitgo Europe Ltd	UK Registered Company Number 11279395
UK/EU	Cryptodraft	Baanx.com	UK Registered Company Number 11155611
UK/EU	Stableloan	Baanx.com	UK Registered Company Number 11155611
UK	Bank Transfer Funding	BCB Payments Ltd Clearbank Ltd	UK Registered Company Number 11313622 Financial Conduct Authority Number 807377 UK Registered Company Number 11155611 Financial Services Register Number 754568
UK/EU	Payment Gateway	Trust Payments Ltd	UK Registered Company Number 11976895

UK	Card Issuing	Optimus Cards UK Ltd	UK Registered Company Number 9044866
EU	Card Issuing	Optimus Cards UK Ltd	UK Registered Company Number 9044866

2. DEFINITIONS

“**Assets**” refers to amounts of Cryptocurrency and / or Fiat Currency, as applicable. Assets supported by Us are listed in Section 8.

“**Baanx**” or “**Baanx.com**” refers to the owner of the website whose registered office is Baanx.com Ltd, Mansion House, 33 Queen Street, London, England, London EC4R 1AP and whose United Kingdom company registration number is 11155611.

“**Baanx Account**” or “**Account**” refers to the account You have created on the App.

“**Baanx App**” or “**App**” refers to the Baanx mobile application and a web app in instances where we offer one.

“**Baanx Platform**” or “**Platform**” refers to the information technology infrastructure We use to provide Services.

“**Baanx User**” or “**User**” refer to the holder of a Baanx Account and / or the authorised user of the CL™ account and Visa debit card and any additional cardholder (as applicable).

“**CL Card**” refers to the card that has been issued to you in accordance with the CL Card terms, referred to in Section 5.3.

“**Cryptocurrency**” means a digital representation of value in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently from a central bank.

“**Cryptodraft**” or “**Better than a Loan**” refers to the Cryptocurrency deposit-based Crypto Swap financing service referred to in Section 5.5.

“**E-money Safeguarded Account**” refers to funds added to an electronic money institution’s account, held on your behalf.

“**Fiat Currency**” means any money that is backed by a central bank, is designated as legal tender, circulates, and is customarily used and accepted as a medium of exchange.

“**Restoration**” means the payment, or making available, by Us to You of the equivalent value in Cryptocurrency of an amount of Cryptocurrency showing in Your Wallet.

“**Services**” refers to the services provided by Us pursuant to these terms as well as any terms to which these terms refer.

“**Wallet**” refers to an on-Blockchain virtual address owned by Baanx on which You can deposit Cryptocurrencies and to which access is provided to You.

“**Wallet Rate**” refers to the market rate of Cryptocurrencies; determined by integration to leading Exchanges.

“**We**”, “**Us**” or “**Our**” refer to Baanx or Baanx Group Ltd, as the case may be.

“**You**” or “**Your**” refer to the user or viewer of our website, App, and platform or, as the case may be, the named Baanx User, being the authorised user of the CL™ account and Visa debit card and any additional cardholder.

3. ELIGIBILITY

By registering to become a Baanx User, You confirm that You:

- Are at least 18 years old (or of legal age to form a binding contract under applicable law) and have the capacity to sign a binding contract.
- Reside in a country where Baanx products & services are available.
- Are an individual, legal person or other organisation with full legal capacity and authority to enter these Terms.
- Have not previously been suspended or removed from using our products/and or Services.
- Do not have an existing Baanx Account.
- Will ensure that all information You provide to us is complete and accurate and You commit to keeping all information complete and accurate at all times.
- Will ensure that the information about Your address and residency is correct and that You will notify Us if it changes.
- Will provide Us with Your legal identity and any supporting information and documents that We may request, including but not limited to a copy of Your driver’s license and a copy of Your passport.
- Reside in, and will only access the Platform from, a country where We permit the Platform to be accessed.
- Will use the Platform in compliance with all applicable laws and regulations, including all export controls and economic sanctions requirements.
- If You are entering into these Terms on behalf of a legal entity of which You are an employee or agent, represent and warrant that You have all necessary rights and authority to bind such legal entity.

4. USER ACCOUNT AND PLATFORM

To use the Baanx Platform, You must register and become a fully verified User and set up an Account through the Baanx App.

To register for an Account, You must provide Your full name, email address, and create a password, as well as accept the Terms of Use, Privacy Policy and Consent Form.

Baanx may, in its sole discretion, refuse to open an Account for You.

You agree to provide complete and accurate information when opening an Account and agree to update any information You provide to Baanx, so that such information is complete and accurate at all times.

Each registration is for a single User only and each User may only maintain one Account with Baanx.

Subject to these terms, Your Account will give you access to Wallets showing a balance of Cryptocurrency you have deposited on the Platform earning a return equivalent to interest at a minimum of 1% per annum, payable yearly unless in a high yield account whereupon interest is paid weekly, and available to be restored to you on request in a corresponding Fiat or Cryptocurrency value. Such balances can also be utilised as BTC Deposit for your Flexible, or Fixed Term Cryptodraft “Better than a Loan” products.

You are aware that Fiat Currency value representing Assets that You place or deposit on the Platform in a Wallet (and is not within the E-money Safeguarded Account within the Platform) is not e-money and therefore not safeguarded or protected under the Financial Services Compensation Scheme or the Financial Ombudsman Service in the UK. Consequently, Your funds could be at risk if something were to change or happen to any one of Us.

If You do not convert Fiat Currency held on the Platform into Cryptocurrency within 30 days of transfer to the Platform, We reserve the right either move the funds to the E-money Safeguarded Account available to You within the Platform, to return the Fiat Currency back to Your designated bank account, or, if no bank account is linked, to convert such funds to an equivalent amount of EURT stablecoin shown in a Wallet accessible through your Account subject to these terms. We will notify You by email before We undertake this conversion. For the avoidance of doubt, no interest is payable on any Fiat Currency held on the Platform.

5. SERVICES

We may partner with other third-party service providers to facilitate different methods of providing Services to You, including Account funding, and therefore You agree that You have read, understand, and accept all relevant terms and conditions that apply.

If We suspect or form any suspicion that Your use of any of Services involves illicit activity of any kind, We reserve the right to suspend and / or terminate Your Account which may include refusing to process inbound or outbound transactions.

5.1. WALLETS - GENERAL

Wallets on the Baanx Platform belong to Us as do any Assets they hold. When you are provided access to a Wallet through your Account, the amounts of Cryptocurrency visible to You are those in respect of which you can request Restoration.

When You deposit any amount of Cryptocurrency into a Wallet, You authorise Us to charge the full amount to the chosen funding method and You also authorise Us to collect and store that method and other related transaction information.

We will attempt to reflect and credit the Fiat Currency value You have sent to a Wallet(s) via Your funding method as quickly as possible, normally within 1 business day but this can take up to three (3) business days.

You are responsible for ensuring that You have deposited sufficient Assets in the relevant Wallet(s) at all times for us to provide Services under these terms, and We reserve the right to refuse to process a transaction if insufficient Assets are available for Restoration at the relevant time.

5.2. CRYPTO WALLET

You may deposit Cryptocurrency to Wallet(s) accessible through Your Account and earn a return according to the applicable Wallet Rate, which shall be equivalent to a minimum annualised interest of 1%, payable yearly. In certain circumstances We may agree with You to open a high yield account where the Wallet Rate will be equivalent to a higher annualised interest rate, payable weekly.

The Wallet Rate on any amount of Cryptocurrency shown in Your Wallet will be calculated on the basis of the number of full days between initial deposit and Restoration of that amount. We reserve the right to vary the Wallet Rate at any time. The Wallet Rate due to You will be automatically added to the amount shown in Your Wallet on an annual, or, if You have a high yield account, weekly, basis.

By depositing an amount of Cryptocurrency into a Wallet possession and ownership of that Cryptocurrency passes to Us and You shall have no proprietary title in it. You have a continuing right to request the Restoration of any amount of Cryptocurrency shown in the Wallet in accordance with, and subject to any deductions made pursuant to, these terms.

By depositing Cryptocurrency in a Wallet, You acknowledge that there shall be no custody relationship between You and Us in respect of the Cryptocurrency deposited. You also acknowledge that in the event that any of Us becomes insolvent and / or enters liquidation, You may not be able to have the full value of Your deposits restored to You, and other than Your rights as a creditor of the relevant entity under any applicable laws, You may not have any legal remedies or rights in connection with Our obligations to You.

You may at any time request the Restoration of the equivalent value of any amount of Cryptocurrency in a Wallet accessible through Your Account, up to the entire amount of any Cryptocurrency or Cryptocurrencies shown. Restoration requests are made on the App. In relation to any Restoration request, You may choose for the Restoration to be effected by

means of, either, payment to a wallet held with a third party in the Cryptocurrency initially deposited (You will need to provide Us with details in advance), or credit to a CL Card.

For the avoidance of doubt, if You request Restoration by means of payment in the Cryptocurrency initially deposited to a wallet held by a third party, We will pay in the same type of Cryptocurrency deposited by You, but not the actual same Cryptocurrency originally deposited by You. In the event that the details of the third party wallet provided by You when making the Restoration request are inaccurate, incomplete or misleading, the amount of Cryptocurrency concerned may be permanently lost. We will not be liable for any loss that results from inaccurate, incomplete or misleading details that You may provide for such Restoration. If the third party wallet You specify for Restoration is one to which We are unable to process transfers, We will have no liability for any resulting failure or delay in processing Your requested Restoration.

Whenever possible, we will initiate the Restoration process immediately following receipt of a Restoration request; however, we may require a longer period from Your Restoration request to effect it. The Wallet Rate will cease to be calculated from the date on which the Restoration is effected, at which point the corresponding amount of Cryptocurrency will be deducted from the amount shown in the relevant Wallet. If the Restoration request concerns the entire amount of any Cryptocurrency deposited in a Wallet, the Restoration will include any Wallet Rate due up to the date of the Restoration.

5.3. CL CARD

Where You load your CL Card with a monetary value, You are requesting Us to restore and convert a corresponding amount of Cryptocurrency previously deposited by You into a Wallet and credit Your CL card in settlement of this. The CL Card service is offered, and subject to terms established, by Optimus Cards UK Ltd (“Optimus”) or the Baanx Group Ltd acting on behalf of Optimus Cards UK Ltd.

Please refer to the separate CL Card T&Cs for further details.

5.4. CL CARD POWERED BY LEDGER

Terms and conditions for the CL Card powered by Ledger can be found [here](#).

5.5. CRYPTODRAFT

By depositing an amount of BTC with Us, You can obtain a stablecoin facility from Us. Please see the detailed terms and conditions [here](#).

6. CONVERSION AND FX RATES

Any conversion between a Cryptocurrency and another Cryptocurrency, or between a Cryptocurrency and a Fiat Currency (as applicable), necessary for the provision of Services, shall be made by Us in accordance with the rates and prices applicable at the actual time of

conversion. Applicable rates are currently indexed to those used by the following industry leading platforms:

- Coinbase Prime
- BitPanda
- Binance
- LMAX
- Finery Markets

We may by 30 days' prior written notice change these rate sources. The sources We use from time to time will be published on the Baanx website, and You shall not have any claims regarding Our choice of rate sources or rates made available by any third party.

7. PROHIBITION OF USE & RESTRICTIONS

By accessing and using Your Account, You represent and warrant that You are not (directly or indirectly) on any list of sanctioned individuals and entities maintained by the UK's Office of Financial Sanctions Control, the European Commission, the U.S. Office of Foreign Assets Control, the UN Security Council, or any equivalent list maintained by any governmental authority.

We maintain the right to select the markets and jurisdictions in which to operate and may, at Our discretion, restrict or deny the provision of Services in certain countries, or if required by law.

You agree and covenant to observe the following:

- Your use of the Services will be in compliance with applicable laws and regulations.

Your use of the Services will not be in violation of another's legitimate interests, including taking any action that would interfere with, disrupt, negatively affect, or inhibit other Users from using the Services.

By accessing the Services, You agree that We have the right to investigate any suspected violation of these Terms, unilaterally determine whether You have violated these Terms, and take appropriate action to ensure the integrity of the Services and to comply with applicable laws without seeking or receiving Your prior consent.

Examples of such actions include, but are not limited to:

- Freezing Your Account,
- Reporting the incident to authorities / law enforcement,
- Publishing the alleged violations and actions that have been taken.

In using the Services, You will not engage in any of the following uses or activities:

- The provision of certain restricted financial services, including debt collection;
- Intellectual Property or proprietary rights infringement, including the sale and distribution of, or access to counterfeit music, movies, software, or other unlicensed materials;
- The provision of counterfeit or unauthorised goods or services, including the unauthorised sale or resale of brand name or designer products or services that are illegally imported or exported or stolen;
- Marijuana dispensaries / online prescription or pharmaceutical services / weapons and munitions / gunpowder and other explosives / fireworks and related goods / radioactive materials or other dual use goods;
- Drugs and related paraphernalia, including the sale of narcotics, controlled substances, including any equipment designed for making or using drugs, such as bongs, and vaporisers;
- Pseudo-pharmaceuticals, *i.e.* pharmaceuticals that make health claims but have not been approved, licensed or verified by a regulatory body;
- Substances designed to imitate illegal drugs;
- Adult content & pornography, including other obscene materials (including literature and other media) and sites offering any sexually explicit services such as prostitution, escorts, or pay-per view;
- Pyramid schemes and similar marketing and deceptive investment opportunities or other services that promise high rewards; or
- Any other high-risk businesses that may violate the CL Card scheme or other requirements set by our regulated partners.

8. ASSETS SUPPORTED BY BAANX

Please refer to the list of Assets that are currently supported by Baanx or soon will be.

8.1 Cryptocurrencies

BTC

Currently Available

ETH

Currently Available

EURT

Currently Available

USDT

Currently Available

USDC

Currently Available

BXX

Currently Available

8.2 Fiat Currencies

GBP

Currently Available

EUR

Currently Available

USD

Currently Available

9. PERSONAL DATA & RECORD RETENTION

You agree to share personal information with Us as requested for the purposes of opening Your account and identifying and verifying You.

We also collect information when You interact with Us both via Our App and website, including information We collect from trusted third parties about You in order to allow Us to supply Services.

This information required is a regulatory requirement and used in the prevention and detection of money laundering, terrorist financing, fraud, and other financial criminality.

Baanx is required by law to retain Your information (including Account & Transactional) for five years after the closure of Your Account.

We have the right to keep and use and/share the transaction data or other information related to such accounts under the following circumstances:

- Your Account is subject to law enforcement, governmental proceeding, criminal investigation,
- We detect unusual activity on the Account,
- We detect unauthorised access to the Account, or

- We are required to do so by a court order or command by a regulatory/government authority.

Note that if a transaction is unfinished during the Account termination process, We reserve the right to notify Your counterparty of the situation at that time.

We will not share Your information unless required to do so by law and / or unless We have Your consent to do so or to enable Us to supply Services.

You also authorise Us to make enquiries, either directly or through third parties, to verify Your identity or to protect You and / or Us against financial crime such as fraud.

The identity verification information we request may include, but is not limited to, Your:

- Name,
- Email address,
- Contact details,
- Telephone number,
- Username,
- Government issued ID,
- Date of birth, and
- Other information collected at the time of Account registration.

In providing this information, You confirm that it is accurate and up to date. If there is any reasonable doubt that any information provided by You is wrong, untruthful, outdated or incomplete, We have the right to request that You update this in a timely manner or We may suspend or terminate Your Account.

You shall be solely and fully responsible for any loss or expenses incurred during the use of the Baanx App if You cannot be reached through the contact information provided.

You hereby acknowledge and agree that You have the obligation to keep all information provided up to date if there are any changes.

You authorise Us to make inquiries, whether directly or through third parties, that we consider necessary to verify Your identity or protect You and / or Us against fraud or other financial crimes, and to take action Baanx reasonably deems necessary based on the results of such inquiries.

You also acknowledge and agree that Your personal information may be disclosed to credit reference and fraud prevention or financial crime prevention or law enforcement if requested.

We generally process Your information through Our servers in the UK and the EEA and will ensure that any processing outside these regions is as minimal as possible and subject to appropriate safeguards.

10. USAGE REQUIREMENTS

Your Account can only be used by You as the named User. You may not transfer or sell any claims or rights You may have under these terms to any third party.

We reserve the right to suspend, freeze or cancel access to Your account if We suspect that Your account is being used by persons other than You.

You must immediately notify Us if You suspect or become aware of any unauthorised use of Your username and password.

We will not be liable for any loss or damage arising from any use of Your Account by You or by any third party (whether authorised by You or not).

11. INACTIVE / DORMANT ACCOUNTS

Baanx regards an Account to be inactive if there is no record of You depositing or requesting restoration of Assets on to the Platform for a period exceeding 365 days.

We will attempt to contact You, using the email address We hold on file and if We are unable to contact You, We will block Your Account and consider any associated rights (in particular to Restoration) as not having been exercised. We will close inactive Accounts with no associated Assets.

We will endeavour to communicate with You prior to Your Account becoming inactive.

12. TAX

You are responsible for paying any applicable taxes that apply to activities in relation to Your Account.

13. ACCOUNT CANCELLATION

If You wish to can cancel Your Account, please ensure You have requested the Restoration of all Assets deposited by you and email admin@baanx.com giving 30 days' notice.

We may terminate the services provided by Baanx with 60 days' notice by email or through the App, in which circumstances we will make full Restoration together with any accrued return at the applicable Wallet Rate.

We may exercise the right immediately to suspend, restrict or terminate Your Account (and any related Account owned by related entities or affiliates) if We suspect any of the following:

- You have violated any applicable Terms & Conditions,
- Use of Your Account may have breached applicable laws and / regulations, or
- Not doing so would create loss and / or fail to protect Your Account or Assets.

You agree that We shall not be liable for any permanent or temporary modification, suspension or termination of Your Account or access to all or any portion of the Services.

In any of the following circumstances, We shall have the right to directly terminate this agreement by cancelling Your Account, and shall have the right permanently to freeze (cancel) the authorisations for Your Account:

- After Baanx terminates Services to You, You allegedly register or register in any other person's name as a Baanx User again, directly, or indirectly,
- The information that You have provided is untruthful, inaccurate, outdated, or incomplete,
- When these terms are amended, You expressly state and notify Baanx of Your unwillingness to accept the amended terms, or
- You request that the Services be terminated.

If We receive notice that any Assets transferred by You to a Baanx Account are alleged to have been stolen or otherwise were not lawfully possessed by You, We may, place an administrative hold on the affected Assets and Your Account and work with any other financial institution or party in returning them to the rightful owner.

If We place an administrative hold on some or all of the Assets deposited by You, or Your Account as a whole, We may continue such hold until such time as any dispute over the ownership of the Assets has been resolved and evidence of the resolution acceptable to Us has been provided.

If Your Account is then closed, further to the dispute or due to the investigation being conducted relating to financial crime, terrorism or money laundering, Baanx will liquidate all Assets into the equivalent value in GBP Fiat Currency to protect their value, awaiting instructions relating to transmission to the winner of the ownership dispute; or instruction related to sending of the funds to the relevant authorities fighting financial crime, terrorism or money laundering.

Other than complying with lawful demands from authorities of competent jurisdiction, Baanx will not involve itself in any such dispute or the resolution of the dispute.

You agree that We will have no liability or responsibility for any such hold, or for Your inability to request Restoration or execute trades during the period of any such hold.

Baanx maintains full custody of the Assets and User data / information which may be given to governmental authorities in the event of Account suspension/closure arising from fraud investigations, violation of law investigations, or violation of these Terms.

14. COMPLAINTS

If You are unhappy with Your Account or any related Baanx products or services, You can complain to admin@baanx.com.

Please detail the cause of Your complaint, how You would like Us to resolve the complaint and any other relevant information which would assist Us in responding to Your complaint.

We will acknowledge receipt of Your complaint within three working days. We will endeavour to provide a written response to all points raised in Your complaint within 15 business days of receipt of your complaint, and if We require longer than 15 days We will notify You and provide a written response to your complaint within 35 business days of receipt of Your complaint.

15. SECURITY

You will be required to create or will be given security details, including a username and password when establishing an Account.

You are responsible for keeping any electronic device through which You access Baanx safe and maintaining adequate security and control of all security details that You use to access Services.

This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is both encrypted and password protected.

Baanx offers two factor authentications via Your registered mobile device (SMS Service or a supported time-based one time password application).

You must ensure that You keep Us updated with Your latest verified phone number.

16. LIMITS / RESTRICTIONS

Baanx will from time to time impose limits and/or restrictions on both the value and volume of transactions if the thresholds are exceeded. These may change (up or down) if deemed as appropriate and/or an industry recommendation and / or to protect Your Account.

17. FEES

All fees for the platform can be found under <https://withcl.com/legal/>

18. AUTHORISATIONS / REVERSALS / CANCELLATIONS

Once You confirm a transaction to restore an amount of Cryptocurrency previously deposited into a Wallet which requires a conversion of Assets, Baanx is unable to reverse this and therefore You must check all details before proceeding. If You are unsure do not proceed.

19. LIABILITY / INDEMNIFICATION

Baanx aims to provide all Users with an excellent service. In the unlikely event that Our services are interrupted with impacts or delays to transactions, We will not be held responsible for any losses, but will work hard to rectify any disruptions.

Where We are responsible for any losses due to failure to supply any Services in accordance with these terms, We will only be liable for the transaction amounts and related fees.

Baanx will not be responsible for losses You may suffer following any data or related security breach where it is not Baanx' fault and where You have not adhered to action requested by Us or in any applicable terms & conditions.

20. WEBSITE ACCURACY

Baanx endeavours to ensure all the information on Our website is accurate and is subject to updates. Under no circumstances shall Baanx be liable for losses incurred because of the use of this website or reliance on any information contained on it. Any use You make will be at Your own risk including any external link to other websites that do not belong to Baanx and will have their own individual privacy policy.
