

LedgerLink Terms and Conditions

Effective Date: July 1, 2025

Last Updated: July 1, 2025

1. Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of the LedgerLink website (ledgerlink.ai), services, and digital asset integration platform ("Services") provided by LedgerLink ("Company," "we," "our," or "us"). By accessing or using our Services, you ("User," "you," or "your") agree to be bound by these Terms and our Privacy Policy.

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms, and "you" refers to such entity.

2. Description of Services

LedgerLink provides digital asset integration solutions for financial institutions, including:

- Digital asset infrastructure and connectivity solutions
- Integration services for legacy banking systems
- Compliance and risk management tools
- Educational resources and consulting services
- Technical documentation and support materials

Our Services are designed specifically for qualified financial institutions and are not intended for individual consumer use.

3. Eligibility and Account Registration

3.1 Eligibility

To use our Services, you must:

- Be at least 18 years of age
- Represent a legitimate financial institution or related business entity
- Have the authority to enter into binding agreements on behalf of your organization
- Comply with all applicable laws and regulations in your jurisdiction

3.2 Account Registration

When creating an account, you agree to:

- Provide accurate, current, and complete information
- Maintain and update your information as necessary
- Keep your login credentials secure and confidential

- Notify us immediately of any unauthorized use of your account
- Accept responsibility for all activities under your account

4. Acceptable Use

4.1 Permitted Uses

You may use our Services only for lawful business purposes, including:

- Evaluating digital asset integration solutions for your institution
- Accessing educational and technical resources
- Participating in demonstrations and consultations
- Communicating with our team regarding potential business relationships

4.2 Prohibited Uses

You agree not to:

- Use our Services for any unlawful purpose or in violation of applicable regulations
- Attempt to gain unauthorized access to our systems or other users' accounts
- Interfere with or disrupt the integrity or performance of our Services
- Transmit viruses, malware, or other harmful code
- Reverse engineer, decompile, or attempt to extract source code from our Services
- Use our Services to compete with us or develop competing products
- Share access credentials with unauthorized third parties
- Violate any applicable financial services regulations or compliance requirements

5. Intellectual Property Rights

5.1 Our Intellectual Property

LedgerLink retains all rights, title, and interest in and to our Services, including:

- Software, technology, and platform components
- Trademarks, service marks, and brand elements
- Proprietary methodologies and processes
- Documentation, content, and educational materials
- Trade secrets and confidential information

5.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Services solely for the purposes outlined in these Terms. This license does not include any right to:

- Sublicense, distribute, or make our Services available to third parties

- Modify, adapt, or create derivative works based on our Services
- Use our intellectual property for commercial purposes outside of your evaluation and use of our Services

5.3 User Content

You retain ownership of any content you provide to us. By submitting content, you grant us a worldwide, royalty-free license to use, reproduce, and display such content solely for the purpose of providing our Services.

6. Confidentiality

6.1 Confidential Information

Both parties acknowledge that they may have access to confidential information, including:

- Technical specifications and system architectures
- Business strategies and financial information
- Customer data and transaction details
- Proprietary methodologies and processes

6.2 Confidentiality Obligations

Each party agrees to:

- Maintain the confidentiality of the other party's confidential information
- Use confidential information solely for the purposes of these Terms
- Implement reasonable security measures to protect confidential information
- Not disclose confidential information to third parties without prior written consent
- Return or destroy confidential information upon termination of these Terms

7. Data Security and Compliance

7.1 Security Measures

We implement industry-standard security measures to protect your data, including:

- Encryption of data in transit and at rest
- Multi-factor authentication and access controls
- Regular security audits and vulnerability assessments
- Incident response and breach notification procedures

7.2 Compliance

Our Services are designed to support compliance with applicable financial regulations, including:

- Bank Secrecy Act (BSA) and Anti-Money Laundering (AML) requirements
- Know Your Customer (KYC) regulations
- Office of Foreign Assets Control (OFAC) sanctions
- State and federal banking regulations
- International compliance standards as applicable

7.3 User Responsibilities

You are responsible for:

- Ensuring your use of our Services complies with applicable regulations
- Implementing appropriate internal controls and procedures
- Conducting proper due diligence and risk assessments
- Maintaining accurate records and documentation

8. Service Level and Availability

8.1 Service Availability

We strive to maintain high availability of our Services but do not guarantee uninterrupted access. We may perform scheduled maintenance and updates that may temporarily affect service availability.

8.2 Support

We provide technical support during standard business hours. Support response times may vary based on the nature and severity of issues.

8.3 Service Modifications

We reserve the right to modify, update, or discontinue our Services at any time with reasonable notice to users.

9. Fees and Payment Terms

9.1 Fees

Fees for our Services will be specified in separate service agreements or statements of work. All fees are non-refundable unless otherwise specified in writing.

9.2 Payment Terms

- Invoices are due within thirty (30) days of the invoice date
- Late payments may incur interest charges at the rate of 1.5% per month
- We reserve the right to suspend Services for non-payment after appropriate notice

9.3 Taxes

You are responsible for all applicable taxes, duties, and governmental charges related to your use of our Services.

10. Limitation of Liability

10.1 Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10.2 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LEDGERLINK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE, REGARDLESS OF THE THEORY OF LIABILITY.

10.3 Maximum Liability

OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11. Indemnification

You agree to indemnify, defend, and hold harmless LedgerLink and its officers, directors, employees, and agents from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your use of our Services
- Your violation of these Terms
- Your violation of applicable laws or regulations
- Any content you provide or transmit through our Services

12. Termination

12.1 Termination by Either Party

Either party may terminate these Terms at any time with thirty (30) days' written notice.

12.2 Immediate Termination

We may immediately terminate or suspend your access to our Services if:

- You materially breach these Terms
- You fail to pay fees when due
- We reasonably believe your use poses a security risk
- Required by law or regulatory action

12.3 Effect of Termination

Upon termination:

- Your right to access and use our Services will cease immediately
- You must cease all use of our confidential information
- Provisions regarding intellectual property, confidentiality, and limitation of liability will survive

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms are governed by the laws of [Your State], United States, without regard to conflict of law principles.

13.2 Dispute Resolution

Any disputes arising out of or relating to these Terms shall be resolved through:

1. Good faith negotiations between the parties
2. If negotiations fail, binding arbitration under the rules of the American Arbitration Association
3. Arbitration shall be conducted in [Your City, State]

13.3 Injunctive Relief

Nothing in this section shall prevent either party from seeking injunctive relief for breaches of confidentiality or intellectual property rights.

14. General Provisions

14.1 Entire Agreement

These Terms, together with our Privacy Policy and any executed service agreements, constitute the entire agreement between the parties and supersede all prior agreements and understandings.

14.2 Amendments

We may modify these Terms at any time by posting updated Terms on our website. Material changes will be communicated to users with reasonable advance notice.

14.3 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

14.4 Assignment

You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

14.5 Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including natural disasters, government actions, or network failures.

14.6 Notices

All notices under these Terms must be in writing and delivered to the addresses specified in our contact information or as otherwise designated by the parties.

15. Contact Information

For questions about these Terms, please contact us:

LedgerLink

Email: legal@ledgerlink.ai

Website: ledgerlink.ai

Phone: [Your phone number]

Address: [Your business address]

These Terms and Conditions are designed to comply with applicable laws and industry standards for financial technology services. However, you should consult with legal counsel to ensure compliance with all applicable laws and regulations specific to your business operations and jurisdiction.