

Linework

TERMS AND CONDITIONS OF SALE \$BTC

DISCLAIMER:

Bitcoin is a peer-to-peer technology that operates without a central authority. The management of transactions and the creation of bitcoins is collectively taken care of by the network. Linework cannot be held responsible for any malfunction related to the use of the Bitcoin network. Its design is public, no one owns or controls Bitcoin and anyone can join. Thanks to its unique properties, Bitcoin makes possible promising uses that could not be covered by current payment systems.

Bitcoin is not regulated, it is considered "at risk" by the AMF, please find below the main risks:

Price volatility: Unexpected changes in market sentiment can result in large and sudden price movements. It is not impossible that the value of a bitcoin will drop rapidly by the hundreds, or thousands of dollars.

Little or no regulation: Bitcoin is currently very poorly regulated either by governments or central banks.

The bitcoin network is susceptible to errors and malfunctions: Due to the open and immutable nature of bitcoin it is not possible to guarantee its resilience to technical flaws, or possible hacks.

It can be affected by forks or interrupts.

The capital invested in bitcoin is not guaranteed: Any investment carries a significant risk of loss of capital.

Thus, bitcoin purchases are reserved for customers who understand how these technologies work and who measure the associated risks.

In this sense, Linework Coin offers training to understand, in detail, how bitcoin works and strongly advises its users to subscribe to it in order to have all the information necessary to best manage their bitcoins.

Article 1 – Definitions

bitcoin: Represents the bitcoin currency or asset

Bitcoin: Represents the Bitcoin network

Block: A list of transactions owned by each participant in the network. A block is generated every 10 minutes. A transaction recorded in a block is said to be “confirmed”.

Blockchain: The blockchain. It is a ledger (a database) used on Bitcoin. It is fully replicated on all the nodes of the network and contains in these blocks all the transactions carried out on the Bitcoin network.

Private key: One of the 2 asymmetric encryption keys. We can draw the parallel with a strong password, used to unlock (send) your funds on Bitcoin. Outside of Bitcoin, this key allows, when generating a pair of keys, to sign a message or decrypt a message that has been encrypted with your public key. It is essential to store this key securely and to keep it private.

Public key: When generating an asymmetric key pair, this key is the key that allows you to send you an encrypted message, or to verify your signature on a message. From this key is derived your Bitcoin address (es) which are used to identify you and send bitcoins.

Asymmetric Cryptography: A cryptographic technology using a pair of asymmetric keys, a public key and the corresponding private key, to encrypt and decrypt data. Bitcoin uses this technology to prove possession of bitcoins.

Hash: It's a mathematical function. There are several types, on Bitcoin the one used is called sha256.

Mining: The act of trying to generate (or forge) a block.

Node: A node is a network participant or network node.

Generally a node also includes a wallet (or wallet) which allows you to manage your bitcoins. A node has its own copy of the blockchain, and relays the transactions and blocks of its pairs.

Proof-of-Work (PoW): Proof-of-Work. A mathematical result proving that a miner correctly performed the calculations necessary to generate a block.

Satoshi (sat): The smallest unit of division of bitcoin. That is 1 hundred millionth of bitcoin.

Wallet: Wallet. The program that is used to access the Bitcoin network and store private keys.

Article 2 – Risks

Linework Coin draws the attention of its customers to the risks involved in acquiring, holding, using and disposing of bitcoin.

* non-exhaustive list

Article 2.1 – Legal risks

Linework Coin draws the attention of its clients to the fact that under current French law, bitcoin does not constitute a "Currency" within the meaning of Article L. 111-1 of the Monetary and Financial Code; does not constitute an "electronic money" within the meaning of Article L. 315-1 of the Monetary and Financial Code; does not generally constitute a "financial instrument" within the meaning of Article L. 211-1 of the Monetary and Financial Code; does not generally constitute a "security" within the meaning of Article 4 of Directive 2014/65 / EU of the European Parliament and of the Council of 14 May 2014 on markets in financial instruments.

Thus, clients cannot benefit from the protection and guarantees offered by the various regimes resulting from such qualifications.

In any case, Linework Coin cannot guarantee the legal qualification that the bitcoins exchanged may receive and cannot be held responsible for the consequences resulting from the applicable regulations.

In addition, Linework Coin draws the attention of its customers to the fact that it is their sole responsibility to declare, if necessary, to the competent authorities the transactions carried out through the service offered and, in particular, to declare their earnings. or losses from their bitcoin exchanges to the tax authorities, in accordance with applicable laws and regulations.

Article 2.2 – Financial risks

The price of crypto-assets can be very volatile and its variations difficult to predict. In addition, the markets in which bitcoin trades do not offer any guarantee of liquidity and are not subject to the regulations applicable to financial markets.

The acquisition of a crypto-asset presents a risk of loss of invested capital, as pointed out by the AMF and the ACPR in a press release dated December 4, 2017.

Investing in bitcoin involves prior knowledge of the technologies on which it is based and an assessment of the risks. These precautions are the sole responsibility of the customer. However, Linework Coin reserves the right to refuse a transaction to a client whose understanding of his investment is deemed insufficient or whose behavior is deemed unreasonable.

Article 2.3 – Technical risks

Bitcoin is based on a free network, open and accessible to all. As such, there is a risk of failure or abnormal functioning for which Linework Coin cannot be held responsible.

The value of a bitcoin in legal tender is listed on exchanges which are for some unregulated. The latter do not provide any financial guarantee and present risks of technical failure that may lead to delays in processing the transaction or even the loss of bitcoin acquired for which Linework Coin cannot be held responsible.

Article 2.4 – Security risks

It is the responsibility of each customer to use technical means to keep their crypto-assets securely. Linework Coin cannot be held responsible for the loss or theft of its clients' bitcoins. Linework Coin therefore offers all its customers training on the technique and use of Bitcoin in order to give its customers all the information available to properly secure their bitcoins.

Article 3 – Activity & business contributors

Linework Coin will be required, without being limited to:

bitcoin buying and selling

the sale and organization of technical training and the use of Bitcoin

the sale of equipment and objects related to the use of the Bitcoin network and distributed protocols

As part of a business provider, Linework will recognize a net 4% commission on the transaction carried out through its intermediary.

Article 4 – How it works - Buying and selling Bitcoin

Article 4.1 – Information

Before carrying out a transaction, Linework Coin will give the necessary information to the future customer on the functioning and use of the Bitcoin network.

Article 4.2 – Pricing & Index value

During the meeting with the client, an indicative price will be given to him, based on the price in force at the time of the meeting.

He will also be given a document containing all the useful information:

Amount in Euros

Current bitcoin price with our partner

Applied sales charges

Indicative mining costs

Euro amount of bitcoin minus fees

Indicative amount of bitcoin.

The final bitcoin sale price will be calculated at the time of trade execution. When executing the transaction, a new receipt will be delivered to the customer electronically containing the same information as before, this time with the actual mining costs and the amount of bitcoins transferred to the Customer's address.



The transaction is executed upon receipt of the client's funds:

- ▶ To the bank account provided by Linework for a transfer or payment by credit card.
- ▶ For payment in cash, when delivering cash and after verifying the source of the funds and their authentication by a Linework Coin employee & bancarization.

- ▶ The reference price on which Linework Coin is based is that of the third-party BitcoinAverage platform (bitcoinaverage.com)

Article 4.3 – Agreement of the parties and acceptance of the GTC

Before carrying out any transaction, the Client will be informed of these T & Cs and provisions in place by a Linework Coin employee. The GTC are also available and visible in our premises at 47 Boulevard de Courcelles 75008 Paris.

In order to validate the Client's desire to carry out the operation and acceptance of the GTC: he will sign a form specifying the amount of bitcoin he wishes to buy in euros, (the GTC will be available as an attachment to the form) as well as its bitcoin address to receive the purchased bitcoins.

Any customer who carries out a transaction to Linework Coin automatically accepts these GTC and provisions.

Article 4.4 – Payment

- ▶ The client settles to Pegasus Financial Services, independent fiduciary of Linework Coin for the amount validated in euros and in the available payment options.

Depending on the method of payment, the payment will be considered effective in the following cases:

- ▶ Transfer: upon receipt of the transfer by our partner bank.
- ▶ Credit card payment by TPE: after acceptance of payment by our banking partner.
- ▶ Cash, after receipt of cash, source control and authentication by an employee.

Article 4.5 – Funds Transfers**Article 4.5.1 – Selling bitcoin to a customer**

Once payment has been received, Linework Coin will transfer the bitcoins purchased to the address given by the customer. The transfer will be considered effective when the transaction has been included in at least 1 block on the Bitcoin network.

Article 4.5.1 – Buying bitcoin from a customer

Once the transfer has been made from the client's bitcoin wallet; the transaction will be considered effective when it has been received on a Linework Coin address (included in 2 blocks on the Bitcoin network), Linework Coin will then carry out the euro transaction, by transfer or cash.

Article 4.6 – Waiver of the right of withdrawal and irreversibility of transactions

As the exchange of bitcoin is by design irreversible, we will not be able to reverse a transaction. In addition, the volatile nature of the prices would make any reimbursement impossible even in the case of a transaction still being processed. Thus, by making his payment to Linework Coin, the customer accepts that he does not benefit from the right of withdrawal provided for by Article L. 221-28 of the Consumer Code, which provides that the “right of withdrawal cannot be exercised for contracts for the supply of goods or services, the price of which depends on fluctuations on the financial market beyond the control of the professional and likely to occur during the withdrawal period”.

Article 4.7 – VAT

The exchange of traditional currencies or currencies, against virtual currencies or crypto assets (bitcoin), constitute services exempt from VAT in application of paragraph 1 of article 135 of Directive 2006/112 / EC of the Council of November 28, 2006 and article 261 C of the general tax code. Thus, transactions and fees charged by Linework Coin do not include VAT..

Article 4.8 – Fees

The transaction fees applied by Linework Coin for buying and selling bitcoin depend on the payment method used:

~~Carte Bancaire : 6% du montant total~~

Cash : 10% of total amount

Wire Transfer SEPA : 5% of total amount

Mining Fees: Linework Coin bears the basic mining fees to complete the transaction. In the event that the Client wishes the transaction to be carried out as quickly as possible (generally in 2 blocks or approximately 20 minutes), he has the option of paying additional mining costs. Thus, the customer will have the choice between so-called “basic” (free) or “quick” (the amount desired by the customer) fees. These fees will impact the validation time of the transaction on Bitcoin.

The customer will therefore receive in bitcoin the amount purchased minus the transaction fees applied by Linework Coin (minus the “fast” mining fees if they so request).

Article 5 – How does Work

Article 5.1 – Course Training

Linework Coin offers its clients a full range of training courses ranging from user training to technical training.

Article 5.2 – Trainer

Trainings are carried out by Linework Coin employees.

Article 5.3 – Place

The training will be given at our premises, at 47 boul. de Courcelles - 75008 Paris.

Article 5.4 - Free training

Because at Linework Coin, we believe that it is essential to understand what Bitcoin represents as well as how it works without a trusted third party when we want to acquire a significant amount of it, we decided to offer our customers training in the operation and use of bitcoin :

Training offered to any customer who wishes to acquire more than 10,000 € of Bitcoin.

Short training for any customer who wishes to acquire more than 1000 € of Bitcoin.

Article 6 – Payment and means of payment

Article 6.1 – Cash

Payment possible in cash up to € 1,000,000 / day for clients whose tax domicile is outside France or who act for the needs of a professional activity with bancarization.

Article 6.2 – Bank Cards

N/A

~~Les paiements par carte bancaire sont acceptés jusqu'à une limite de 1500€.~~

~~Une exception pourra être faite dans des cas spécifiques, après validation des informations données par le client et vérifiées par Linework Coin. Pour toute transaction par carte au delà de cette limite, une signature complémentaire de la part du client sera nécessaire.~~

Article 6.3 – Wire Transfer

Payments by bank transfer are accepted up to a limit of € 500,000 / transaction.

To make purchases above these ceilings and depending on the characteristics and nature of the customer, a specific sales contract may be set up in compliance with the regulatory framework in place..

Article 7 – Anti-money laundering and terrorist financing policy

Linework Coin is subject to vigilance obligations in the fight against money laundering and the financing of terrorism. As such, he is required to identify his clients and the origin of funds prior to any transaction. To fulfill these obligations, Linework Coin may ask its customers to be able to justify, without this list being exhaustive, their identity, nationality and place of residence by means of one or more official documents. In addition, Linework Coin may, at its discretion, require any customer to provide additional useful documents related to his identification or to determine the origin of funds. Linework Coin reserves the right to refuse any transaction insofar as a client refuses to provide sufficient proof. Carrying out a previous transaction with a customer does not deprive Linework Coin of the right to request an update of information and supporting documents or to refuse any subsequent transaction with this same customer on the basis of the provisions of these General Conditions of Sale.

Article 8 – Asset freeze policy

Linework Coin is subject to an asset freeze policy. As such, it is required to put in place measures to freeze the assets of certain customers. In fact, if the latter, or a stakeholder attached to it, appears in the register of entities referred to by the General Directorate of the Treasury, the funds transferred to Linework Coin will be immediately frozen until the incident is resolved..

Article 9 – Intellectual Property

The website, the brands and the elements reproduced on the website and within the premises, are and remain the exclusive property of Linework Coin..

Article 10 – Responsibility

Linework Coin cannot be held liable in the event of a failure of the Bitcoin network or its distributed transaction register. Linework Coin will also not be responsible for any loss in value of the price of bitcoin against the euro. A bitcoin will always be worth a bitcoin.

Article 11 – Modification of the GTC

Linework Coin reserves the right to modify its General Conditions of Sale at any time. The new version of the GTC comes into force on the date of its publication. In case of modification, the General Conditions of Sale applicable to the customer are those in force on the date of the transaction..

Article 12 – Applicable law and disputes

Article 12.1 – Amicable settlement

In the event of a dispute between Linework Coin and a Client, the latter undertakes to inform customer service at the following address: claims@linework.pro specifying their contact details as well as all the information enabling the dispute to be processed.

Prior to any recourse to the arbitral or state judge, the parties undertake to negotiate in good faith an amicable agreement in the event of the occurrence of any conflict relating to these, including relating to their validity. A period of 30 (thirty) days is provided for in order to find an agreement suitable to both parties, failing which, the dispute may be submitted to the competent court. Throughout the negotiation process and until its conclusion, the parties refrain from taking any legal action against each other.

Article 12.2 – Mediation

In accordance with the provisions of Article L. 152-1 of the Consumer Code, consumers have the option, if no amicable solution to the dispute has been found beforehand with the professional, to refer to a consumer mediator.

Article 12.3 – Attorney at law Jurisdiction

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Luxembourg courts.

Pursuant to article 46 of the Code of Civil Procedure, the plaintiff may apply at his option, between the court of the place where the defendant resides, the court of the place of the actual delivery of the thing or the place of performance of the service delivery. The simplification law introduces a new article L. 141-5 in the Consumer Code by offering the possibility for the consumer to also choose the jurisdiction of the place where he lived at the time of the conclusion of the contract or of the occurrence of the harmful event..

Article 13 – Non waiver

The fact that Linework Coin does not require at any time whatsoever the execution by the customer of one of its obligations under these GTCS will in no way affect its right to require the execution thereof at any time. moment be it afterwards.

The inoperative or nullity of any clause of these T & Cs in no way affects the validity and the obligation to comply with the other clauses.

Article 14 – Personal and Privacy data

Linework Coin and the client undertake to keep confidential all data and documentary information concerning the other party, of whatever nature.

The personal data likely to be collected are collected in order to comply with the legal framework in force, in particular with anti-money laundering obligations. Linework Coin is thus required to know the identity of the client with whom it is dealing. In this sense, Linework Coin will keep a copy of the client's identity document as well as information relating to the use of the service or the origin of the funds.

The communication of this personal data is necessary for the performance of the service, thus, their non-communication will prevent any transaction. These data will be kept in accordance with the law for a period of 5 years. They will be stored in an encrypted manner on secure servers. Linework Coin attaches great importance to respecting the privacy of its customers and has put in place appropriate technical measures to guarantee its respect.

In accordance with the law, the customer has the right to access, rectify and delete his personal data. Anyone can also for legitimate reasons refuse the processing of data concerning him.

For any questions relating to personal data, you can contact Linework Coin at: contact@linework.pro

Article 15 – Major force and process adaptation

Linework Coin cannot be held responsible for the non-performance of any of its obligations within the time limit which would be the consequence of an exceptional event which it cannot cope with. The event must be "unpredictable, irresistible and external" as provided for by article 1148 of the Civil Code on force majeure.

In addition, Linework Coin may, under these conditions only, be required to offer its customers an alternative solution in order to be able to offer them the service provided in accordance with the legal framework in force. Thus, if for example the consequence of an event falling under force majeure, results in an inability to travel to make physical appointments, then, as a replacement, a virtual meeting can be set up by means of " a video conference that will be recorded.