

# **TERMS AND CONDITIONS OF AMAZONICA INCORPORATED LTD.**

## **Effective Date:**

These Terms and Conditions ("Terms") constitute a legally binding agreement ("Agreement") between you, whether personally or on behalf of an entity ("User", "you"), and Amazonica Incorporated Ltd., a private limited company registered in England and Wales with company number 16021813 ("Company", "we", "us", or "our"), concerning your access to and use of the website located at the domain [www.amazonica.land](http://www.amazonica.land), as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Platform").

## **PART I: GENERAL TERMS**

### **SECTION 1: PREAMBLE & BINDING AGREEMENT**

#### **1.1. Acceptance of Terms**

By accessing, browsing, registering for, or using the Platform or any of the Services provided hereunder, you acknowledge that you have read, understood, and unequivocally agree to be bound by the entirety of these Terms. This Agreement governs your use of the Platform and constitutes the entire legal understanding between you and the Company. The formation of this legally binding contract is contingent upon your affirmative act of acceptance. To this end, your agreement is manifested through a "clickwrap" mechanism; your action of clicking on a button or

checking a box marked with "I Agree," "Accept," or similar syntax, constitutes your electronic signature and communicates your unequivocal intent to accept this offer, thereby forming an enforceable contract under the laws of England and Wales.<sup>1</sup> If you do not agree with all of these Terms, then you are expressly prohibited from using the Platform and you must discontinue use immediately.

The legal enforceability of the subsequent clauses, particularly those pertaining to risk disclaimers, user obligations, and limitations of liability, is predicated on this initial, provable act of consent. The Platform's architecture is designed to log this acceptance, creating a verifiable record of your agreement to be bound. This procedural safeguard is essential given the high-risk and complex nature of certain Services offered, ensuring that your consent is both informed and deliberate.

## **1.2. Scope of Agreement**

These Terms shall apply to all aspects of your interaction with the Platform and the Services detailed herein. The Services offered by the Company are multifaceted and include, but are not limited to, the provision of information, the sale of the \$AMZ Token (as defined below), the operation of a referral service for third-party financial products, and the sale of Carbon Credits. Specific terms and conditions governing each of these distinct Services are set forth in the Schedules appended to this Agreement and are hereby incorporated by reference. In the event of any conflict or inconsistency between the provisions in the main body of these Terms and the Schedules, the provisions of the relevant Schedule shall prevail in relation to the specific Service it governs.

## **1.3. Legal Capacity and Authority**

You represent and warrant that you are at least 18 years of age and possess the full legal capacity, right, and authority to enter into and be bound by these Terms. If you are accepting these Terms on behalf of a corporation, governmental organisation, or other legal entity, you represent and warrant that you are duly authorised to do so and have the authority to bind such entity to this Agreement. In such an event, "you" and

"your" will refer and apply to that entity.

## SECTION 2: DEFINITIONS AND INTERPRETATION

### 2.1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- **"\$AMZ Token" or "Crypto Token"**: Means the cryptographically-secured digital representation of value or contractual rights, as more particularly described in Schedule A, which is classified as a "Qualifying Cryptoasset" under the Financial Promotion Order.
- **"BaFin Bond"**: Means the potential financial instrument to be issued by UmweltBank AG and listed by Capital Suisse, for which the Company provides the Referral Service as detailed in Schedule B.
- **"Carbon Credit"**: Means a tradable certificate or permit representing the right to emit one tonne of carbon dioxide or the equivalent amount of a different greenhouse gas, which is verified and registered under a recognised standard, as more particularly described in Schedule C.
- **"Company"**: Means Amazonica Incorporated Ltd., a company incorporated and registered in England and Wales with company number 16021813.<sup>3</sup>
- **"Consumer"**: Shall have the meaning ascribed to it in section 2(3) of the Consumer Rights Act 2015, being an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.<sup>7</sup>
- **"FCA"**: Means the Financial Conduct Authority of the United Kingdom, or any successor regulatory body.
- **"Financial Promotion Order"**: Means The Financial Services and Markets Act 2000 (Financial Promotion) (Amendment) Order 2023.<sup>8</sup>
- **"FSMA"**: Means the Financial Services and Markets Act 2000, as amended from time to time.
- **"Intellectual Property Rights"**: Means all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database

rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.<sup>11</sup>

- **"Platform"**: Means the website located at [www.amazonica.land](http://www.amazonica.land), including all its subpages, content, software, and associated infrastructure, and any related mobile applications provided by the Company.
- **"Privacy Policy"**: Means the Company's privacy policy, which is available on the Platform and may be updated from time to time, detailing how we collect, use, and protect your personal data.
- **"Referral Service"**: Means the service provided by the Company whereby it maintains a waitlist for the BaFin Bond and provides an introduction to the third-party seller, as more particularly described in Schedule B.
- **"Services"**: Means the collective offerings made available by the Company through the Platform, including the sale of the \$AMZ Token, the Referral Service, and the sale of Carbon Credits.
- **"Trader"**: Shall have the meaning ascribed to it in section 2(2) of the Consumer Rights Act 2015, being a person acting for purposes relating to that person's trade, business, craft or profession.<sup>7</sup>
- **"UK GDPR"**: Means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- **"User"**: Means any person, whether a natural person or a legal entity, who accesses or uses the Platform or Services.
- **"Utility"**: Means the specific functionalities and access rights within the Company's ecosystem that can be redeemed using the \$AMZ Token, as detailed in Schedule A.

## 2.2. Interpretation

In these Terms:

- (a) references to clauses, sections, and schedules are to the clauses, sections, and schedules of this Agreement;
- (b) headings are for convenience only and shall not affect the interpretation of this

Agreement;

(c) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(d) the singular shall include the plural and vice versa;

(e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

## SECTION 3: STATUTORY AND CORPORATE DISCLOSURES

Pursuant to the legal obligations mandated by *The Company, Limited Liability Partnership and Business (Names and Trading Disclosures) Regulations 2015*, the Company makes the following statutory disclosures. This information is provided to ensure full transparency and compliance with UK corporate law.<sup>13</sup>

- **Full Registered Name:** AMAZONICA INCORPORATED LTD <sup>4</sup>
- **Company Registration Number:** 16021813 <sup>3</sup>
- **Place of Registration:** England and Wales <sup>4</sup>
- **Registered Office Address:** Office 10279, 182-184 High Street North, East Ham, London, United Kingdom, E6 2JA <sup>4</sup>
- **Contact Information:** For all legal notices and general correspondence, please contact us at: [Insert official company email address].

## SECTION 4: USER ELIGIBILITY AND OBLIGATIONS

### 4.1. Jurisdictional Compliance

The Platform is controlled and operated by us from our offices within the United Kingdom. We make no representation that the Services are appropriate or available for use in other locations. You hereby represent and warrant that you are not a citizen or resident of, nor are you located in, any jurisdiction where accessing or using the Services would be illegal or otherwise violate any applicable law or regulation. You are solely and exclusively responsible for ensuring that your use of the Platform and Services is in full compliance with all laws, regulations, and ordinances of your

jurisdiction.

## **4.2. Account Registration and Security**

To access certain features of the Platform, you may be required to register for an account. You agree to: (a) provide accurate, current, and complete information during the registration process; and (b) maintain and promptly update such information to keep it accurate, current, and complete.

You are solely responsible for safeguarding your account password and for any and all activities or actions that occur under your account, whether or not you have authorised such activities or actions. You agree to notify us immediately of any unauthorised use of your account. We shall not be liable for any loss or damage arising from your failure to comply with this security obligation, including but not limited to loss of funds or digital assets.<sup>14</sup>

## **4.3. Acceptable Use Policy**

You agree not to use the Platform or Services for any purpose that is prohibited by these Terms or is otherwise unlawful. You shall not, and shall not permit any third party to, directly or indirectly:

(a) engage in any fraudulent, deceptive, or manipulative activity, including but not limited to wash trading, front-running, or spoofing;

(b) use the Platform to conduct any illegal activity, including but not limited to money laundering, terrorist financing, or the promotion of illegal goods or services;

(c) misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Such actions constitute a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them 14;

(d) attempt to gain unauthorised access to our Platform, the server on which our Platform is stored, or any server, computer, or database connected to our Platform 15;

(e) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform or Services;

(f) use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform.

## **PART II: SCHEDULE OF SPECIFIC SERVICES**

### **SCHEDULE A: TERMS GOVERNING THE AMAZONICA UTILITY TOKEN (\$AMZ)**

This Schedule governs the terms of acquisition and use of the \$AMZ Token. You acknowledge that this activity involves a high degree of risk and you should read this section with the utmost care.

#### **A.1. Nature and Legal Classification of the \$AMZ Token**

(a) The \$AMZ Token is a "Qualifying Cryptoasset" as defined in paragraph 26F of Schedule 1 to the Financial Promotion Order.<sup>10</sup> It is a cryptographically secured digital representation of contractual rights that is fungible and transferable.

(b) The Company explicitly classifies the \$AMZ Token as a **Utility Token** in accordance with the taxonomy and guidance provided by the FCA.<sup>16</sup> The primary and sole purpose of the \$AMZ Token is to provide a digital coupon or voucher that grants the holder access to specific functionalities within the Company's ecosystem, once developed and launched. These functionalities ("Utility") are strictly limited to:

- (i) The ability to pre-reserve a buy-in option for revenue-generating land assets; or
- (ii) The ability to obtain a discounted maintenance fee on such assets, once operational.
- (c) For the avoidance of any doubt, the \$AMZ Token **does not** constitute a "Security Token" or any other form of "Specified Investment" under the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.<sup>16</sup> The acquisition and holding of \$AMZ Tokens do not grant the holder any of the following rights:

- (i) Any form of equity, ownership, or proprietary interest in the Company or any of its affiliates;

- (ii) Any right to receive dividends, profit-sharing, or any other form of distribution of the Company's profits or revenues;
  - (iii) Any voting rights or rights to participate in the governance or management of the Company;
  - (iv) Any right to a distribution of capital upon the liquidation or winding up of the Company;
  - (v) Any rights analogous to those conferred by shares, debentures, or other traditional securities.
- (d) The Company acknowledges that the \$AMZ Token may be traded on secondary markets and that its price may be subject to speculation. However, the Company makes no representations, warranties, or promises as to the future market value of the \$AMZ Token. Any such secondary market trading is incidental to the token's primary utility function, and you engage in such activity at your own and sole risk.

## A.2. Compliance with Financial Promotion Regulations

All communications by the Company in relation to the \$AMZ Token are intended to be compliant with the FCA's financial promotion regime as applicable to qualifying cryptoassets, including the rules set out in the FCA's Conduct of Business Sourcebook ("COBS").<sup>19</sup>

(a) **Mandatory Risk Warning:** All financial promotions for the \$AMZ Token shall be accompanied by the following prescribed risk warning, which you hereby acknowledge and accept:

"Don't invest unless you're prepared to lose all the money you invest. This is a high-risk investment and you are unlikely to be protected if something goes wrong. Take 2 mins to learn more." <sup>19</sup>

(b) **Risk Summary:** The "Take 2 mins to learn more" component of the risk warning shall link to a comprehensive and balanced risk summary. You confirm that you have read and understood the risks detailed in the summary table below, which forms an integral part of these Terms. This table is provided to ensure our communications are fair, clear, and not misleading, in line with our regulatory obligations.

Risk Category	Description of Risk	Your Responsibility
<b>Market &amp; Price Volatility</b>	The value of the \$AMZ Token, like all cryptoassets, is subject to extreme and unpredictable price fluctuations. Its value	You accept this inherent volatility and acknowledge that you should not acquire more tokens than you can



	can decrease significantly and rapidly, potentially falling to zero. Past performance is not an indicator of future results.	afford to lose entirely.
<b>Technology &amp; Security Risk</b>	Your \$AMZ Tokens are stored in a digital wallet secured by cryptographic private keys. Loss of these keys will result in the permanent and irreversible loss of your tokens. The Platform, and any third-party exchanges, may be subject to sophisticated cyber-attacks, hacking, or other security breaches.	You are solely and exclusively responsible for the security of your digital wallet, private keys, and any other credentials. You must implement robust security practices.
<b>Regulatory Risk</b>	The legal and regulatory landscape for cryptoassets in the UK and globally is evolving and uncertain. Future legislative or regulatory changes could materially and adversely affect the value, utility, and legality of the \$AMZ Token.	You accept that regulatory changes may impact your ability to hold, use, or transfer the \$AMZ Token and that the Company is not liable for any losses arising from such changes.
<b>Liquidity Risk</b>	There is no guarantee that a secondary market for the \$AMZ Token will develop or be sustained. You may not be able to sell or exchange your tokens at your desired price, or at all.	You acknowledge that the \$AMZ Token may be an illiquid asset and you should be prepared to hold it for an indefinite period.
<b>Project &amp; Operational Risk</b>	The realisation of the \$AMZ Token's utility is contingent upon the successful development and launch of the Company's land tokenisation project and associated application. There is a risk of project delays, failures, or abandonment due to technical, financial, or	You understand that the token's utility is not immediate and is dependent on future project milestones. You accept the risk that these milestones may not be achieved.

	operational challenges.	
<b>Loss of Capital</b>	The acquisition of the \$AMZ Token is a high-risk activity. There is a significant risk that you could lose all of the money you use to acquire the tokens. The Financial Services Compensation Scheme (FSCS) does not apply to this type of investment.	You confirm that you have sufficient resources to bear a total loss of your investment without it impacting your financial stability.

(c) **Ban on Incentives to Invest:** In compliance with COBS 4.12A.7R, the Company does not offer any monetary or non-monetary benefits that incentivise investment activity, such as 'refer a friend' bonuses, new joiner bonuses, or any similar promotional schemes related to the acquisition of the \$AMZ Token.<sup>19</sup>

### A.3. Mandatory Consumer Journey Protocols

To ensure compliance with FCA regulations for Direct Offer Financial Promotions ("DOFPs"), you agree to adhere to the following mandatory protocols as part of the acquisition process:

(a) **Client Categorisation:** Prior to acquiring any \$AMZ Tokens, you must complete a client categorisation process and provide a signed declaration confirming that you qualify as either a 'Restricted Investor', a 'High Net Worth Investor', or a 'Certified Sophisticated Investor' under the definitions provided in COBS 4.<sup>20</sup> You acknowledge that DOFPs for the \$AMZ Token cannot be made to 'Self-certified Sophisticated Investors'.<sup>19</sup>

(b) **Appropriateness Assessment:** You must successfully complete an appropriateness assessment designed to evaluate whether you possess the necessary experience and knowledge to understand the risks involved in relation to the \$AMZ Token. The Company reserves the right to prevent you from proceeding with an acquisition if you fail to demonstrate the required level of understanding.<sup>20</sup>

(c) **24-Hour Cooling-Off Period:** If you are a first-time investor with the Company, you will be subject to a mandatory 24-hour cooling-off period. After you initially

express your intent to acquire the \$AMZ Token and receive a personalised risk warning, you must wait at least 24 hours before you can reconfirm your request to proceed. No transaction will be processed until this reconfirmation is received.<sup>19</sup>

#### **A.4. Conditional Guarantee of Utility**

The Company hereby guarantees that the Utility of the \$AMZ Token, as defined in Clause A.1(b), will be made available to token holders. However, this guarantee is strictly conditional and contingent upon the following events occurring ("Activation Conditions"):

(a) The successful development, testing, and public launch of the Company's proprietary application for managing tokenised land assets.

(b) The official commencement of the tokenised land sale project.

The Company provides no warranty or representation as to the timeline for the satisfaction of these Activation Conditions. The Utility is guaranteed only in the event of, and from the time of, the successful launch of the project as a whole.

#### **A.5. Acknowledgment of Risk and Tax Responsibilities**

(a) **Acknowledgment of Risk:** You explicitly acknowledge and agree that the acquisition of the \$AMZ Token involves substantial risk and is not suitable for all persons. You confirm that you have conducted your own independent investigation and analysis of the risks involved and are making your decision to acquire the token based on your own judgment and the advice of your independent professional advisors.

(b) **Tax Responsibilities:** The Company does not provide any tax, legal, or financial advice. You are solely and exclusively responsible for determining what, if any, taxes apply to your transactions involving the \$AMZ Token. It is your responsibility to report and remit the correct tax to the appropriate tax authority. You acknowledge that under UK law, the disposal of cryptoassets may give rise to a liability for Capital Gains Tax, and the receipt of cryptoassets from certain activities may be subject to Income Tax and National Insurance contributions, as detailed in HMRC's Cryptoassets Manual.<sup>25</sup> You are strongly advised to consult with a qualified tax professional in your jurisdiction to understand your personal tax obligations.

## **SCHEDULE B: TERMS GOVERNING THE BAFIN BOND WAITLIST AND REFERRAL SERVICE**

This Schedule governs your use of the waitlist and referral service for the potential BaFin-regulated bond ("BaFin Bond") offered by UmweltBank AG.

### **B.1. Delineation of Role: Introducer Status**

(a) You explicitly acknowledge and agree that the Company's role in relation to the BaFin Bond is strictly and exclusively limited to that of an "introducer". This role is narrowly defined and does not constitute a regulated activity under FSMA. The Company's activities are confined to:

- (i) Collecting expressions of interest from potential clients via a waitlist on the Platform.
  - (ii) Providing a hyperlink that directs you to the website or sales portal of UmweltBank AG, the third-party entity solely responsible for the sale and management of the BaFin Bond.
- (b) The Company's service is passive and informational. It is crucial to understand that the Company is not an "arranger of deals in investments" as defined under Article 25 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 ("RAO").<sup>27</sup> The Company does not:

- (i) Provide any form of investment advice, recommendation, or opinion regarding the suitability, merits, or risks of the BaFin Bond.
- (ii) Participate in any negotiation or execution of any transaction between you and UmweltBank AG.
- (iii) Handle, transmit, or hold any client funds or assets in relation to the BaFin Bond.
- (iv) Assist in the completion of any application forms or other contractual documentation required by UmweltBank AG.
- (v) Receive any commission, fee, or other pecuniary advantage from UmweltBank AG or any other party that is contingent upon you entering into a transaction for the BaFin Bond. This lack of contingent remuneration is a key factual element supporting the Company's status as an introducer rather than an arranger.<sup>30</sup>

### **B.2. Comprehensive Disclaimer of Liability for Third-Party Financial Product**

(a) The BaFin Bond is a financial product created, managed, and offered exclusively by third parties (UmweltBank AG and Capital Suisse) over whom the Company has no control. As such, the Company disclaims any and all liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in connection with the BaFin Bond to the maximum extent permitted by law.

(b) You hereby acknowledge and agree that the Company makes no representations, warranties, covenants, or guarantees of any kind, express or implied, regarding the BaFin Bond, including but not limited to:

(i) The certainty of its approval by the German Federal Financial Supervisory Authority (BaFin) or any other regulatory body. The bond is subject to regulatory approval, which may be delayed, denied, or granted with conditions.<sup>31</sup>

(ii) The accuracy, completeness, timeliness, or reliability of any information, prospectus, marketing materials, or other documentation provided by UmweltBank AG, Capital Suisse, or any other third party in relation to the bond.<sup>33</sup>

(iii) The financial performance, returns, risks, or suitability of the BaFin Bond for your investment objectives or financial situation.

(iv) Any financial loss, damage, or expense you may incur as a result of relying on information provided on our Platform regarding the BaFin Bond, or as a result of speculating on, or investing in, the BaFin Bond.

(c) Your decision to pursue an investment in the BaFin Bond is yours alone. You are responsible for conducting your own independent and thorough due diligence, and for seeking independent financial, legal, and tax advice from qualified professionals before making any investment decision.

### **B.3. Terms Governing Hyperlinks to Third-Party Websites**

(a) The Platform may contain hyperlinks to third-party websites, including the sales portal for the BaFin Bond. These links are provided for your convenience only. The provision of a hyperlink does not constitute an endorsement, approval, or sponsorship of the third-party website, its content, or its operators.<sup>15</sup>

(b) In accordance with established principles of English and European case law, the act of providing a hyperlink does not constitute a "publication" or "communication to the public" of the content on the linked site for which the Company would be liable,

provided the Company does not endorse the content and does not have knowledge of its illegality.<sup>35</sup> We do not monitor or control the content of third-party websites and disclaim all liability for it.

(c) You access any such third-party website at your own risk. We are not responsible for the content, accuracy, security, or privacy practices of any external sites. You agree to release and hold us harmless from any and all claims or disputes that may arise from your use of such third-party websites.<sup>15</sup>

## **SCHEDULE C: TERMS GOVERNING THE SALE OF CARBON CREDITS**

This Schedule governs the terms for the purchase of Carbon Credits, which may be offered on a business-to-business ("B2B") or business-to-consumer ("B2C") basis.

### **C.1. Contractual Framework and Sale Process**

(a) These Terms provide the general framework for all inquiries and expressions of interest related to the purchase of Carbon Credits. However, the final, binding agreement for the sale and purchase of Carbon Credits shall be documented in a separate, definitive Carbon Credit Purchase Agreement ("Purchase Agreement") to be executed between you and the Company. The Purchase Agreement will specify the volume, type, price, and delivery details of the Carbon Credits.

(b) For any B2C sales of Carbon Credits, the terms of the Purchase Agreement and these Terms shall be interpreted in accordance with the *Consumer Rights Act 2015*. The Carbon Credits, being data supplied in a digital form, will be treated as "digital content" or a service for the purposes of the Act, and you will be afforded all applicable statutory rights, including that the Carbon Credits will be of satisfactory quality, fit for purpose, and as described.<sup>7</sup>

### **C.2. Incorporation and Flow-Down of Third-Party Standards**

(a) The integrity and verification of Carbon Credits are fundamental to their value. The Company warrants that all Carbon Credits sold, whether generated by the Company ("Originated Credits") or sourced from third-party project developers ("Brokered Credits"), are verified and registered under internationally recognised, high-integrity standards, such as the Verified Carbon Standard (VCS) Program administered by Verra, or the Gold Standard.<sup>41</sup>

(b) **Flow-Down Provision:** By entering into a Purchase Agreement, you expressly acknowledge and agree that your purchase is subject to, and you agree to be bound by, all applicable rules, requirements, terms, and conditions of the relevant third-party standard and registry (the "Standard Body Terms"). The Standard Body Terms are hereby incorporated by reference into your Purchase Agreement. This flow-down of terms ensures that the legal framework governing the creation, verification, and retirement of the credit is consistently applied throughout the supply chain.<sup>46</sup> This mechanism is critical for risk allocation; it ensures that the ultimate responsibility for the verification methodology, permanence, and additionality of a credit rests with the entity that established the standard and validated the project.

### **C.3. Brokerage, Liability, and Title Transfer**

(a) For Brokered Credits, the Company acts as an intermediary or broker. In such cases, the Company's liability is strictly limited to facilitating the transaction between you and the third-party supplier. The Company makes no warranties as to the underlying project from which the Brokered Credits originate, beyond warranting that they are validly registered with the specified Standard Body. All liabilities, representations, and warranties concerning the project's execution, environmental integrity, and ongoing monitoring are flowed down from the original project developer and the relevant Standard Body as per Clause C.2.

(b) Title to the Carbon Credits, represented by their unique serial numbers in the applicable registry, shall pass from the Company to you only upon the satisfaction of two conditions: (i) receipt of full, cleared payment by the Company for the total purchase price, and (ii) the successful transfer and crediting of the Carbon Credits to your designated account within the relevant registry.

## **C.4. Value Added Tax (VAT)**

In accordance with the updated policy issued by HM Revenue & Customs (HMRC), effective from 1 September 2024, you acknowledge that all B2B sales of voluntary Carbon Credits where the place of supply is in the United Kingdom will be subject to VAT at the prevailing standard rate.<sup>49</sup> All prices quoted in any B2B Purchase Agreement shall be exclusive of VAT, which will be added to the invoice at the applicable rate and shall be payable by you.

## **PART III: GENERAL LEGAL PROVISIONS**

### **SECTION 5: INTELLECTUAL PROPERTY RIGHTS**

#### **5.1. Ownership**

The Company, together with its licensors, is the owner or the licensee of all Intellectual Property Rights in the Platform and in the material published on it. These works are protected by copyright laws, treaties, and other intellectual property laws around the world. All such rights are expressly reserved.<sup>11</sup> The name "Amazonica Incorporated Ltd.," the company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

#### **5.2. Limited Licence**

We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform and its content for your personal, non-commercial use (if you are



a Consumer) or your internal business purposes (if you are a business User), strictly in accordance with these Terms. This licence does not include any right to: (a) sell, resell or commercially use the Platform or its contents; (b) reproduce, duplicate, copy, or otherwise exploit material on our Platform for a commercial purpose without obtaining a licence to do so from us or our licensors<sup>14</sup>; or (c) create derivative works from the content of our Platform.

## **SECTION 6: DISCLAIMERS AND LIMITATION OF LIABILITY**

### **6.1. General Disclaimer**

The Platform and the Services are provided on an "as is" and "as available" basis. To the fullest extent permissible by applicable law, the Company disclaims all warranties, express or implied, in connection with the Platform and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Platform's content or the content of any websites linked to the Platform.

### **6.2. Limitation of Liability**

(a) To the maximum extent permitted by law, in no event will the Company, its directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Platform or Services, even if we have been advised of the possibility of such damages.<sup>54</sup>

(b) Notwithstanding anything to the contrary contained herein, our aggregate liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the greater of (i) the amount of fees, if any, paid by you to the

Company during the six (6) month period prior to any cause of action arising, or (ii) one hundred Great British Pounds (£100.00 GBP).<sup>57</sup>

(c) The limitations of liability set forth in this Section 6 are fundamental elements of the basis of the bargain between you and the Company. The Platform and Services would not be provided without such limitations.

### **6.3. Statutory Carve-Outs and Consumer Rights**

(a) Nothing in this Agreement shall limit or exclude our liability for:

(i) death or personal injury resulting from our negligence;

(ii) fraud or fraudulent misrepresentation; or

(iii) any other liability which cannot be excluded or limited under the laws of England and Wales.<sup>13</sup>

(b) The enforceability of liability clauses is subject to different legal standards depending on whether the User is a business or a Consumer. For B2B contracts, limitations of liability are subject to a "reasonableness" test under the *Unfair Contract Terms Act 1977*. For B2C contracts, they are subject to a "fairness" test under the *Consumer Rights Act 2015*.<sup>59</sup> A clause that is enforceable against a business may be deemed unfair and unenforceable against a Consumer. Therefore, for Users who are Consumers, this Section 6 shall be read and applied so as not to exclude or limit any statutory rights afforded to Consumers under the

*Consumer Rights Act 2015* or other applicable consumer protection legislation. Any term that is found to be unfair shall be severable from this Agreement, and the remainder of the Agreement shall continue in full force and effect. This bifurcated approach is adopted to ensure maximum legal robustness across our diverse user base.

## **SECTION 7: PRIVACY AND DATA PROTECTION**

Your privacy is of paramount importance to us. We are a data controller for the purposes of the UK GDPR and we will process all personal data you provide to us in accordance with our Privacy Policy. By using the Platform, you consent to such processing and you warrant that all data provided by you is accurate. Our Privacy

Policy and Cookie Policy are separate documents, which are incorporated into these Terms by reference. You are advised to read them carefully to understand our data processing practices.<sup>60</sup>

## **SECTION 8: AMENDMENT, TERMINATION, AND GOVERNING LAW**

### **8.1. Amendments to Terms**

We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Effective Date" of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. Your continued use of the Platform after the date such revised Terms are posted will be deemed to be, and will constitute, your acceptance of the changes.<sup>63</sup>

### **8.2. Termination**

We may suspend or terminate your rights to use the Platform at any time for any reason at our sole discretion, including for any use of the Platform in violation of these Terms. Upon termination of your rights under these Terms, your account and right to access and use the Platform will terminate immediately.

### **8.3. Governing Law and Jurisdiction**

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each

party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Agreement or its subject matter or formation.<sup>65</sup>

## **SECTION 9: MISCELLANEOUS PROVISIONS**

### **9.1. Entire Agreement**

This Agreement, including any policies or operating rules posted by us on the Platform, constitutes the entire agreement and understanding between you and us and supersedes all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us.

### **9.2. Severability**

If any provision or part-of-a-provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part-of-a-provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.<sup>15</sup>

### **9.3. No Waiver**

Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. A waiver by us of any breach of, or any default under, any provision of these Terms by you will not be deemed to be a waiver of any subsequent breach or default and will in no way affect the other terms of these Terms.

## 9.4. Force Majeure

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, or accidents.

## 9.5. Third-Party Rights

Except as expressly provided in Schedule C, Clause C.2, a person who is not a party to this Agreement shall have no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.<sup>67</sup>

## 9.6. Notices

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the address specified in Section 3 for the Company, and to the email address associated with your account for you.

## Referenzen

1. Are Terms And Conditions Displayed On A Website Legally Binding? - Sprintlaw UK, Zugriff am Juli 19, 2025, <https://sprintlaw.co.uk/sprintlaw-q-a/are-website-terms-and-conditions-legally-binding/>
2. Enforcing Terms and Conditions for My Online Business - LegalVision UK, Zugriff am Juli 19, 2025, <https://legalvision.co.uk/ecommerce-online-business/enforcing-terms-conditions-online/>
3. AMAZONICA INCORPORATED LTD more information - Companies House -

GOV.UK, Zugriff am Juli 19, 2025,

<https://find-and-update.company-information.service.gov.uk/company/16021813/more>

4. AMAZONICA INCORPORATED LTD - LEI: 9845004579UAB6CD0E73, Zugriff am Juli 19, 2025,  
<https://www.legalentityidentifier.co.uk/leicert/9845004579UAB6CD0E73/>
5. AMAZONICA INCORPORATED LTD | British companies - Lursoft, Zugriff am Juli 19, 2025,  
<https://ukcompanies.lursoft.lv/en/company/amazonica-incorporated-ltd/16021813>
6. AMAZONICA INCORPORATED LTD overview - Find and update company information, Zugriff am Juli 19, 2025,  
<https://find-and-update.company-information.service.gov.uk/company/16021813>
7. Consumer Rights Act 2015 - Legislation.gov.uk, Zugriff am Juli 19, 2025,  
[https://www.legislation.gov.uk/ukpga/2015/15/pdfs/ukpga\\_20150015\\_en.pdf](https://www.legislation.gov.uk/ukpga/2015/15/pdfs/ukpga_20150015_en.pdf)
8. THE UK'S FINANCIAL PROMOTIONS REGIME: BRINGING CRYPTOASSETS INTO THE FOLD | Clifford Chance, Zugriff am Juli 19, 2025,  
<https://www.cliffordchance.com/content/dam/cliffordchance/briefings/2023/07/the-uks-financial-promotions-regime-bringing-cryptoassets-into-the-fold.pdf>
9. Cryptoassets Will Soon Be Subject to UK's 'Financial Promotions' Regulations - Skadden, Zugriff am Juli 19, 2025,  
<https://www.skadden.com/insights/publications/2023/06/cryptoassets-will-soon-be-subject-to-uks-financial-promotions-regulations>
10. The Financial Services and Markets Act 2000 (Financial Promotion) (Amendment) Order 2023 No. 612 - Legislation.gov.uk, Zugriff am Juli 19, 2025,  
<https://www.legislation.gov.uk/uksi/2023/612/body/made/data.xht?view=snippet&wrap=true>
11. Intellectual property and your work: What intellectual property is ..., Zugriff am Juli 19, 2025, <https://www.gov.uk/intellectual-property-an-overview>
12. intellectual property glossary - Brandsmiths, Zugriff am Juli 19, 2025,  
<https://brandsmiths.co.uk/glossary/>
13. Website terms and conditions - SEQ Legal, Zugriff am Juli 19, 2025,  
<https://seqlegal.com/free-legal-documents/website-terms-and-conditions>
14. Terms and Conditions | The Intellectual Property Regulation Board, Zugriff am Juli 19, 2025, <https://ipreg.org.uk/about-us/legal-notices/terms-and-conditions>
15. Terms and conditions - GOV.UK, Zugriff am Juli 19, 2025,  
<https://www.gov.uk/help/terms-conditions>
16. What are crypto assets and how are they regulated?, Zugriff am Juli 19, 2025,  
<https://www.lawrencestephens.com/news/what-are-cryptoassets-and-how-are-they-regulated/>
17. FCA Proposes Guidance on Cryptoassets, but Questions Remain - - Orrick Blogs, Zugriff am Juli 19, 2025,  
<https://blogs.orrick.com/blockchain/fca-proposes-guidance-on-cryptoassets-but-questions-remain/>
18. Crypto Security Tokens: In Or Out Under The Regulations? - fscom, Zugriff am Juli 19, 2025,

- <https://fscom.co/insights/blog/the-crypto-regulatory-frontier-security-tokens-in-or-out/>
19. UK rules on promoting cryptoassets - Taylor Wessing, Zugriff am Juli 19, 2025, <https://www.taylorwessing.com/en/interface/2025/regulating-cryptos/uk-rules-on-promoting-cryptoassets>
  20. Full compliance required under the UK's Cryptoasset Financial Promotion Regime, Zugriff am Juli 19, 2025, <https://www.taylorwessing.com/en/insights-and-events/insights/2024/01/full-compliance-required-under-the-uks-cryptoasset-financial-promotion-regime>
  21. FCA publishes finalised non-handbook guidance on cryptoasset financial promotions, Zugriff am Juli 19, 2025, <https://www.regulationtomorrow.com/eu/fca-publishes-finalised-non-handbook-guidance-on-cryptoasset-financial-promotions-2/>
  22. Beware the FCA's new financial promotion rules - Farrer & Co, Zugriff am Juli 19, 2025, <https://www.farrer.co.uk/globalassets/beware-the-fcas-new-financial-promotion-rules.pdf>
  23. Changes to FCA rules: Navigating Financial Promotions in 2024 - Ocorian, Zugriff am Juli 19, 2025, <https://www.ocorian.com/knowledge-hub/insights/changes-fca-rules-navigating-financial-promotions-2024>
  24. FCA outlines good and poor practice for complying with 'back end' cryptoasset financial promotions rules | Global Regulation Tomorrow, Zugriff am Juli 19, 2025, <https://www.regulationtomorrow.com/eu/fca-outlines-good-and-poor-practice-for-complying-with-back-end-cryptoasset-financial-promotions-rules/>
  25. UK Crypto Tax Guide 2024 - Divly, Zugriff am Juli 19, 2025, <https://divly.com/en/guides/UK-crypto-tax-guide>
  26. CRYPTO20050 - Cryptoassets for individuals: which taxes apply - HMRC internal manual, Zugriff am Juli 19, 2025, <https://www.gov.uk/hmrc-internal-manuals/cryptoassets-manual/crypto20050>
  27. Regulated activities: arranging deals in investments - Practical Law - Thomson Reuters, Zugriff am Juli 19, 2025, [https://uk.practicallaw.thomsonreuters.com/2-201-8785?transitionType=Default&contextData=\(sc.Default\)](https://uk.practicallaw.thomsonreuters.com/2-201-8785?transitionType=Default&contextData=(sc.Default))
  28. Arranging Deals In Investments, Gibraltar, Zugriff am Juli 19, 2025, <https://www.cornwalls.gi/articles/making-introductions-falling-outside-the-restrictions>
  29. Clarification on the regulatory position of unregulated introducers - Kennedys, Zugriff am Juli 19, 2025, <https://kennedyslaw.com/en/thought-leadership/case-review/clarification-on-the-regulatory-position-of-unregulated-introducers/>
  30. PERG 8.33 Introducing - FCA Handbook, Zugriff am Juli 19, 2025, <https://www.handbook.fca.org.uk/handbook/PERG/8/33.html>
  31. Drawing up of a prospectus and the approval process - BaFin, Zugriff am Juli 19, 2025,

- [https://www.bafin.de/EN/Aufsicht/Prospekte/Vermoegensanlagen/Prospekterstellung\\_und\\_Billigungsverfahren/ProspekterstellungBilligungsverfahren\\_node\\_en.html](https://www.bafin.de/EN/Aufsicht/Prospekte/Vermoegensanlagen/Prospekterstellung_und_Billigungsverfahren/ProspekterstellungBilligungsverfahren_node_en.html)
32. Prospectus requirement - BaFin, Zugriff am Juli 19, 2025, [https://www.bafin.de/EN/Aufsicht/Prospekte/Vermoegensanlagen/Prospektpflicht/Prospektpflicht\\_node\\_en.html](https://www.bafin.de/EN/Aufsicht/Prospekte/Vermoegensanlagen/Prospektpflicht/Prospektpflicht_node_en.html)
  33. Drawing up of a prospectus & approval process - BaFin, Zugriff am Juli 19, 2025, [https://www.bafin.de/EN/Aufsicht/Prospekte/Wertpapiere/ErstellungBilligung/erstellung\\_billigung\\_node\\_en.html](https://www.bafin.de/EN/Aufsicht/Prospekte/Wertpapiere/ErstellungBilligung/erstellung_billigung_node_en.html)
  34. Third party website policy - HM3 Legal, Zugriff am Juli 19, 2025, <https://hm3.legal/third-party-website-policy/>
  35. Hyperlinking to unauthorised content: ECJ imposes conditions - Practical Law, Zugriff am Juli 19, 2025, [https://uk.practicallaw.thomsonreuters.com/2-633-7919?transitionType=Default&contextData=\(sc.Default\)](https://uk.practicallaw.thomsonreuters.com/2-633-7919?transitionType=Default&contextData=(sc.Default))
  36. Publishing hyperlinks: can you be liable for linking to defamatory content? - Brett Wilson LLP, Zugriff am Juli 19, 2025, <https://www.brettwilson.co.uk/publishing-hyperlinks-can-you-be-liable-for-linking-to-defamatory-content/>
  37. Law on hyperlinking clarified by High Court - Pinsent Masons, Zugriff am Juli 19, 2025, <https://www.pinsentmasons.com/out-law/news/law-on-hyperlinking-clarified-by-high-court>
  38. Digital content | Business Companion, Zugriff am Juli 19, 2025, <https://www.businesscompanion.info/en/quick-guides/digital/digital-content>
  39. Buying digital content | UKICC - The UK International Consumer Centre, Zugriff am Juli 19, 2025, <https://www.ukecc.net/consumer-topics/buying-digital-content>
  40. What is the Consumer Rights Act? - The Federation of Small Businesses, Zugriff am Juli 19, 2025, <https://www.fsb.org.uk/resources/article/what-is-the-consumer-rights-act-MCETXMWXAOWVETVF4CFBJSCIFD4Q>
  41. Principles for voluntary carbon and nature market integrity - GOV.UK, Zugriff am Juli 19, 2025, <https://www.gov.uk/government/publications/voluntary-carbon-and-nature-market-integrity-uk-government-principles/principles-for-voluntary-carbon-and-nature-market-integrity>
  42. UK Government Principles for Voluntary Carbon and Nature Market Integrity - GOV.UK, Zugriff am Juli 19, 2025, [https://assets.publishing.service.gov.uk/media/6737398c12f25d7308127218/20241115\\_PRINCIPLES\\_-\\_x3\\_Dept.\\_SIGEND\\_1158h.pdf](https://assets.publishing.service.gov.uk/media/6737398c12f25d7308127218/20241115_PRINCIPLES_-_x3_Dept._SIGEND_1158h.pdf)
  43. Frequently Asked Questions | Verra, Zugriff am Juli 19, 2025, <https://verra.org/faq/>
  44. Verified Carbon Standard - Verra, Zugriff am Juli 19, 2025, <https://verra.org/programs/verified-carbon-standard/>
  45. ABC: who are Verra and Gold Standard? - Arbonics, Zugriff am Juli 19, 2025, <https://www.arbonics.com/knowledge-hub/abc-verra-and-gold-standard>



46. Understanding Flow-Down Clauses in Subcontracts - Woolford Law, Zugriff am Juli 19, 2025,  
<https://www.woolfordlaw.com/PDF/Understanding-Flow-Down-Clauses-in-Subcontracts.pdf>
47. Supply chain flow-down terms - Practical Law - Thomson Reuters, Zugriff am Juli 19, 2025,  
[https://uk.practicallaw.thomsonreuters.com/w-018-3846?transitionType=Default&contextData=\(sc.Default\)](https://uk.practicallaw.thomsonreuters.com/w-018-3846?transitionType=Default&contextData=(sc.Default))
48. Subcontracting tips and flow down terms | For Microsoft Partners - Law 365, Zugriff am Juli 19, 2025,  
<https://www.law365.co/blog/better-subcontracting-flow-down-terms>
49. Carbon credits sales subject to UK VAT from September 2024 - Pinsent Masons, Zugriff am Juli 19, 2025,  
<https://www.pinsentmasons.com/out-law/news/carbon-credits-sales-subject-uk-vat-september-2024>
50. United Kingdom: Transactions in voluntary carbon credits to fall within the scope of VAT, Zugriff am Juli 19, 2025,  
<https://insightplus.bakermckenzie.com/bm/tax/united-kingdom-transactions-in-voluntary-carbon-credits-to-fall-within-the-scope-of-vat>
51. Revenue and Customs Brief — VAT treatment of voluntary carbon ..., Zugriff am Juli 19, 2025,  
<https://www.gov.uk/government/publications/revenue-and-customs-brief-7-2024-vat-treatment-of-voluntary-carbon-credits/revenue-and-customs-brief-vat-treatment-of-voluntary-carbon-credits>
52. UK VAT TREATMENT OF VOLUNTARY CARBON CREDITS | Clifford Chance, Zugriff am Juli 19, 2025,  
<https://www.cliffordchance.com/content/dam/cliffordchance/briefings/2024/05/vat-voluntary-carbon-credits.pdf>
53. Intellectual property: Copyright, trademarks and patents, Zugriff am Juli 19, 2025,  
[https://copyrightservice.co.uk/copyright/intellectual\\_property](https://copyrightservice.co.uk/copyright/intellectual_property)
54. Liability Clauses: English Law, Enforceability, and Risks - Lawdit Solicitors, Zugriff am Juli 19, 2025,  
<https://lawdit.co.uk/readingroom/limitation-of-liability-clauses-under-english-law-role-enforceability-and-risks>
55. Limitation of Liability Clause: A Comprehensive Guide - Icertis, Zugriff am Juli 19, 2025,  
<https://www.icertis.com/contracting-basics/limitation-of-liability-clause/>
56. Understanding Limitation of Liability Clauses: How to Cap Contract Risk and Protect Your Business | Sprintlaw UK, Zugriff am Juli 19, 2025,  
<https://sprintlaw.co.uk/articles/understanding-limitation-of-liability-clauses-how-to-cap-contract-risk-and-protect-your-business/>
57. Limitation of Liability: A General Overview under English Law | News - Haynes Boone, Zugriff am Juli 19, 2025,  
<https://www.haynesboone.com/news/alerts/limitation-of-liability-a-general-overview-under-english-law>
58. Understanding liability clauses: a comprehensive guide for B2B businesses -

- Docue, Zugriff am Juli 19, 2025,  
<https://docue.com/en-gb/legal-hub/liability-clauses>
59. Limitation of liability clauses - Rocket Lawyer, Zugriff am Juli 19, 2025,  
<https://www.rocketlawyer.com/gb/en/business/make-sales-and-services-agreements/legal-guide/limitation-of-liability-clauses>
60. UK: What legal terms do I need for my UK company website or ..., Zugriff am Juli 19, 2025,  
<https://www.orrick.com/en/tech-studio/resources/faq/what-legal-terms-do-i-need-for-my-UK-company-website-or-mobile-app>
61. An E-Commerce Data Privacy Laws Guide in 2024 - Stay Legal, Zugriff am Juli 19, 2025, <https://staylegal.co.uk/data-privacy-laws-ecommerce-businesses/>
62. Contracts and data sharing | ICO, Zugriff am Juli 19, 2025,  
<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/accountability-and-governance/accountability-framework/contracts-and-data-sharing/>
63. How to Change or Amend a Business Contract | LegalVision UK, Zugriff am Juli 19, 2025,  
<https://legalvision.co.uk/commercial-contracts/change-or-amend-business-contract/>
64. How to Update Terms and Conditions The Right Way - WebsitePolicies, Zugriff am Juli 19, 2025,  
<https://www.websitepolicies.com/blog/update-terms-and-conditions>
65. Governing Law and Jurisdiction: Key Contract Clause Explained | fynk, Zugriff am Juli 19, 2025, <https://fynk.com/en/clauses/governing-law-and-jurisdiction/>
66. Governing Law and Jurisdiction Sample Clauses: 51k Samples ..., Zugriff am Juli 19, 2025, <https://www.lawinsider.com/clause/governing-law-and-jurisdiction>
67. A summary of the Rights of Third Party Act 1999, Zugriff am Juli 19, 2025,  
<https://www.simmons-simmons.com/publications/ck0af4xrinal00b33gjidsg3b/290419-developments-in-contract-rights-of-third-parties>
68. Third Party Rights: Contract & Infringement - StudySmarter, Zugriff am Juli 19, 2025,  
<https://www.studysmarter.co.uk/explanations/law/contract-law/third-party-rights/>
69. Third party rights - Practical Law - Thomson Reuters, Zugriff am Juli 19, 2025,  
[https://uk.practicallaw.thomsonreuters.com/6-107-3846?transitionType=Default&contextData=\(sc.Default\)](https://uk.practicallaw.thomsonreuters.com/6-107-3846?transitionType=Default&contextData=(sc.Default))