

Cryptopay Services Agreement

Effective date: May 30, 2023

1. INTRODUCTION

- 1.1 Please read this document carefully, as it sets out the terms and conditions on which CPS Solutions OÜ (referred to as “**Cryptopay**”) will provide services to you through the website, <https://www.cryptopay.me> (“**Cryptopay Website**”/ “**Website**”).
- 1.2 In this document, references to **we/our/us** are to Cryptopay. Any references to **Customer/you/your** are references to you as a customer of Cryptopay and user of the Website.
- 1.3 This Agreement will govern the use of the Services provided through the Website. By using the Website you agree to be bound by the terms and conditions set out on this webpage (the “**Agreement**”). This Agreement will come into effect when you confirm electronically on the Website that you agree to it. We recommend that you retain a copy of this Agreement, Fee Tariff and transaction records.
- 1.4 The services that are provided through the Website can only be used in a limited way as they only allow the Customer to acquire goods or services on this Website.
- 1.5 The risk of loss in trading or holding Bitcoin or any other cryptocurrency can be substantial. Cryptocurrency transactions are irrevocable and stolen or incorrectly transferred cryptocurrencies may be irretrievable. You cannot cancel, reverse, or change any transaction marked as complete or pending. You should therefore carefully consider whether trading, holding or transferring Bitcoin or any other cryptocurrency is suitable for you in light of your financial condition. In considering whether to trade or hold bitcoin, you should be aware that the price or value of Bitcoin or any other cryptocurrency can change rapidly, decrease, and potentially even fall to zero. Cryptocurrency transactions may be subject to such minimum and maximum amounts as set out by the Cryptocurrency network or as Cryptopay may specify from time to time.
- 1.6 Use of cryptocurrency may be illegal in some jurisdictions. It is your responsibility to know the regulatory requirements concerning transactions with cryptocurrency in your jurisdiction before using the Services.
- 1.7 For the purposes of this Agreement a “**Business Day**” is any day which is not a Saturday, Sunday or public holiday in Estonia and which the banks are open for business in Tallinn.

2. SERVICES PROVIDED TO YOU

- 2.1 Cryptopay provides the following services to you through the Cryptopay Website:
 - 2.1.1 allowing you to purchase Bitcoin or any other cryptocurrency (“**Cryptocurrency**”) that can be purchased through the Cryptopay Website from Cryptopay (“**Cryptocurrency Purchase**”);
 - 2.1.2 Cryptocurrency storage services, whereby Cryptocurrency (whether purchased from Cryptopay or transferred from an external Cryptocurrency wallet) is stored in a multi-currency digital wallet (“**Cryptocurrency Storage**”);
 - 2.1.3 Cryptocurrency transfer services, whereby Cryptocurrency stored in your online Cryptopay wallet may be transferred to:
 - (a) another customer’s Cryptopay wallet; or
 - (b) a Cryptocurrency wallet, being either your wallet or another person’s wallet, maintained and operated by a third party (“**Cryptocurrency Transfer**”); and
 - 2.1.4 Cryptocurrency withdrawals, whereby Cryptocurrency may be sold to Cryptopay in exchange for fiat currency with the proceeds being transferred to your Linked Account or Pre-Paid Card (as defined below) (“**Cryptocurrency Withdrawal**”).
- 2.2 Together, the services set out in clauses 2.1.1 to 2.1.4 are referred to in this Agreement as the “**Services**”.

- 2.3 Cryptopay may also offer additional services to those listed above in clauses 2.1.1 to 2.1.4 from time to time. Such additional services (if applicable) shall be provided under terms and conditions separate to this Agreement.

3. CUSTOMER REGISTRATION PROCESS

- 3.1 To be eligible to become a Customer you must:

3.1.1 be at least 18 years old;

3.1.2 have capacity to enter into legally binding contracts; and

3.1.3 if you wish to use the Cryptocurrency Withdrawal services set out in clause 2.1.4, you must have an Eligible Bank Account (as defined in clause 3.2) that can be linked to the Cryptocurrency Withdrawal Services provided by Cryptopay under this Agreement (the “**Linked Account**”), and/or a Pre-Paid Card (as defined in clause 3.3).

- 3.2 The types of bank accounts that qualify as eligible bank accounts are Euro and Pound Sterling deposit accounts in the Customer’s name that can make or receive payments in the Single Euro Payments Area and are held with a bank in the Single Euro Payments Area or the United Kingdom (“**Eligible Bank Accounts**”). Cryptopay reserves the right to amend the types of bank accounts that qualify as Eligible Bank Accounts at any time.

- 3.3 The Pre-Paid Card is issued by a third party pre-paid card issuer (service will be restricted to residents of certain territories) and co-branded by Cryptopay. Before you receive a Pre-Paid Card, you will need to agree to separate terms and conditions that govern your use of the Pre-Paid Card. Where you have a Pre-Paid Card, we may provide you with a service that allows you to track your Pre-Paid Card balance and transaction history via Cryptopay Website.

- 3.4 To become a Customer you must also provide Cryptopay with the information that is requested as part of the account opening process. This includes the information to satisfy "know your client" and anti-money laundering checks. Failure to provide any information that Cryptopay reasonably requests from you pursuant to applicable money laundering laws and regulations after you have become a Customer shall be grounds for the suspension of the provision of Services to you (including access to your account) under clause 10 and/or the termination of this Agreement under clause 19. The nature and extent of the information you are required to provide may differ, for example, based on the Services provided to you under this Agreement and/or the means of payment you use. You may register only one account with Cryptopay unless we explicitly approve the opening of additional accounts.

- 3.5 Your eligibility to access and use certain Cryptopay Services also depends on the country in which you reside. The list of countries where Cryptopay Services are fully accessible can be found on the Cryptopay Website.

4. ACCESSING YOUR ACCOUNT THROUGH THE CRYPTOPAY WEBSITE

- 4.1 When applying to become a Customer to use the Cryptopay Website, you will be asked to create your individual Customer account (“**Account**”) which will include a username and password (“**Account Details**”). Once registered you will be able to access your Account through the Cryptopay Website using your Account Details in accordance with this Agreement.

- 4.2 Each time you seek to access your Account we will check your identity by asking for your Account Details. As long as your correct Account Details are entered, we will assume that you are the person giving instructions and you will be liable for those instructions. You must therefore keep the Account Details secret and secure and make sure that they are not stored in a way that enables others to access them or impersonate you. In addition, if you disclose the Account Details to any person whom you authorise to access your Account, you are also responsible and liable for any access, use, misuse or disclosure of your Account Details and/or your Account by such person.

- 4.3 You must notify us by e-mail at support@cryptopay.me immediately if you discover or suspect:

4.3.1 the loss or disclosure to any unauthorised person of any Account Details;

- 4.3.2 any unauthorised access to your Account;
 - 4.3.3 any other criminal or fraudulent activity relating to your Account; or
 - 4.3.4 any other breach of security relating to your Account, whether physical or relating to computer or similar hardware or software.
- 4.4 If we receive such a notification from you or determine ourselves that the security of your Account Details may have been breached, you will not be able to access your Account until measures have been taken to verify your identity.
- 4.5 Unless and until you tell us that you believe that someone else knows the Account Details or can use your Account by impersonating you:
- 4.5.1 you will be responsible for any instruction which we receive and act on, even if it was not given by you; and
 - 4.5.2 we will not be responsible for any unauthorised access to your Account or the information available in it.

5. **CRYPTOCURRENCY PURCHASE**

- 5.1 Once you have completed the customer registration process associated with the Services you would like to receive under this Agreement to our satisfaction and your Account has been opened, you will be able to purchase Cryptocurrencies from us through the Cryptopay Website, subject to the applicable fees which are set out in the tariff of fees (“**Fee Tariff**”) which can be found on the Cryptopay Website. The price, exchange rate and amount of the Cryptocurrency that you wish to purchase will be confirmed through the Website at the time that you place an order for a Cryptocurrency Purchase.
- 5.2 There are two methods by which you can make a Cryptocurrency Purchase:
- 5.2.1 you may deposit fiat currency by way of a bank transfer from an Eligible Bank Account and then use the “Exchange” functionality on your Account page to exchange this fiat currency for Cryptocurrency (you may either make single exchange or set up a recurring exchange); or
 - 5.2.2 you may select the “buy crypto” option accessible through your Account page and purchase Cryptocurrency using a credit or debit card.
- 5.3 The fees applicable to each method of Cryptocurrency Purchase are as set out in the Fee Tariff.
- 5.4 Acceptance by us of an order for a Cryptocurrency Purchase does not guarantee that you will receive the corresponding amount of Cryptocurrency into your Wallet (as defined below). The Cryptocurrency Purchase is conditional upon actual receipt by us of the funds from an Eligible Bank Account or by way of credit or debit card, as well as payment of any applicable fees.
- 5.5 Subject to clause 5.4 and the transaction being honoured by the Customer’s bank, card provider or other relevant party, Cryptocurrency Purchases will be credited to the Wallet instantly. For the avoidance of doubt, the Cryptocurrency Purchase transaction is considered to be completed when the Cryptocurrency is credited to the Wallet. Any other subsequent transactions, including Cryptocurrency Transfer, Cryptocurrency Withdrawal and Currency Exchange Transaction shall not be considered to be part of the Cryptocurrency Purchase and shall not be related to the initial purchase of Cryptocurrency by way of credit or debit card and/or bank transfer.

6. **CRYPTOCURRENCY STORAGE**

- 6.1 Once your Account has been opened you will have a digital wallet accessible through the Website where you can store your Cryptocurrency (the “**Wallet**”).
- 6.2 Cryptopay adopts appropriate practices and security measures to protect your Wallet and your information from unauthorized access. For more detail please refer to Cryptopay Privacy Policy.
- 6.3 The Customer has the option to create one or more sub-wallets within a Wallet in a particular Cryptocurrency (each being a “**Sub-Wallet**”). The Customer can at any time manage the overall funds held in their Wallet by selling the funds they have in a Sub-Wallet to us and requesting that

the proceeds are paid in a different currency into a different Sub-Wallet (a “**Currency Exchange Transaction**”).

- 6.4 A Currency Exchange Transaction shall be subject to a fee equal to a percentage of the amount of the Currency Exchange Transaction (the “**Exchange Fee**”) which is set out in the Fee Tariff. Cryptopay shall take payment of the Exchange Fee by deducting the relevant amount from the total of the Currency Exchange Transaction.
- 6.5 The exchange rate applied to a Currency Exchange Transaction will be provided to you through the Website as part of a Currency Exchange Transaction. The exchange rate is stated as the price at which you may buy a particular fiat currency or Cryptocurrency respectively. You acknowledge that the buy exchange rate may not be the same as the sell exchange rate at any given time, and that we may include a margin to the quoted exchange rate (spread). You agree to accept the exchange rate when you authorise a transaction.
- 6.6 The Customer shall have no right to withdraw funds held in a Sub-Wallet other than by way of a Cryptocurrency Transfer on the terms set out in clause 7, Cryptocurrency Withdrawal on the terms set out in clause 8, or as otherwise permitted under terms and conditions separate to this Agreement.
- 6.7 Transfers between the Wallet and a Sub-Wallet, or between Sub-Wallets, shall take place immediately.
- 6.8 Each Sub-Wallet shall not be subject to any overdraft, advance, credit or discount.
- 6.9 If you don’t transact using the Cryptopay Service for twelve (12) months or longer, we’ll charge you a fee to store your balances with us (the “**Storage Fee**”). Transacting includes depositing fiat and/or Cryptocurrency into your Account, Cryptocurrency Purchase, Cryptocurrency Transfer, Cryptocurrency Withdrawal and Currency Exchange Transaction. We’ll provide you with thirty (30) days’ notice by email before we begin charging the Storage Fee.
- 6.10 The Storage Fee only applies if you have amounts held in at least one Sub-Wallet with us. No Storage Fee will apply if you do not hold any amounts on your Cryptopay Account.
- 6.11 For fiat Sub-Wallets, the Storage Fee will be charged at a rate of 10.00 US Dollar, Euro, Pound Sterling (or any other fiat currency supported by us) per month and per Sub-Wallet at the current exchange rate determined by Cryptopay.
- 6.12 For Cryptocurrency Sub-Wallets, the Storage Fee will be charged per Sub-Wallet at a rate of 0.3% of the amount held in Sub-Wallet per month.
- 6.13 We will stop charging the Storage Fee from the first business day after you begin transacting again.

7. **CRYPTOCURRENCY TRANSFER**

- 7.1 Cryptocurrency (or part thereof) held in the Wallet or in a Sub-Wallet may be transferred to another customer’s Cryptocurrency wallet or an external Cryptocurrency wallet maintained and operated by a third party. Cryptopay shall specify the information required to effect a Cryptocurrency Transfer at the point of instruction but, as a minimum, Cryptopay shall require the:
 - 7.1.1 address of the recipient’s wallet; and
 - 7.1.2 amount to be transferred.
- 7.2 We may charge transaction fees to process a Cryptocurrency Transfer on your behalf. We will calculate the transaction fee at our discretion, although we will always notify you of the transaction fee at or before the time you authorise the Cryptocurrency Transfer. Once submitted to a Cryptocurrency network, a Cryptocurrency Transfer will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Cryptocurrency network. Cryptocurrency transactions that are in a pending state will not be transferred to the Wallet until such time as the Cryptocurrency transaction has been confirmed.

- 7.3 The fees applicable to a Cryptocurrency Transfer are as set out in the Fee Tariff. Cryptocurrency Transfer may be subject to such minimum and (cumulative) maximum daily amounts as Cryptopay may specify from time to time. Information on any applicable minimum and maximum amounts shall be stated on the Website.
- 7.4 If the Customer instructs a Cryptocurrency Transfer in respect of amounts held in a Sub-Wallet which relates to a currency which is different to the Cryptocurrency to be transferred, a Currency Exchange Transaction will take place prior to transfer (and will thus incur an Exchange Fee).
- 7.5 Cryptopay has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party using Cryptocurrency Transfer. We will process Cryptocurrency transaction in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. We do not guarantee the identity of any user, receiver, requestee or other party.

8. **CRYPTOCURRENCY WITHDRAWALS**

- 8.1 Any Cryptocurrency Withdrawals must take place from the Euro or Pound Sterling Sub-Wallet.
- 8.2 If the Customer instructs a Cryptocurrency Withdrawal in respect of amounts held other than in the Euro or Pound Sterling Sub-Wallet, a Currency Exchange Transaction must first take place where such amounts will be converted to the fiat currency which your Linked Account or Pre-Paid Card is denominated in and placed in the corresponding fiat Sub-Wallet at the exchange rate applicable immediately prior to the Cryptocurrency Withdrawal being made (and will incur an Exchange Fee).
- 8.3 The Customer shall be entitled to make a Cryptocurrency Withdrawal from the Euro or Pound Sterling Sub-Wallet to a Linked Account or Pre-Paid Card only. For the avoidance of doubt, a Cryptocurrency Withdrawal cannot be made to any account other than a Linked Account or a Pre-Paid Card.
- 8.4 Cryptocurrency Withdrawals may be subject to such minimum and (cumulative) maximum daily amounts as Cryptopay may specify from time to time. Information on any applicable minimum and maximum amounts shall be stated on the Website.
- 8.5 Cryptopay will deduct a “**Withdrawal Fee**” in accordance with the Fee Tariff from all Cryptocurrency Withdrawals. The Withdrawal Fee may vary depending on the withdrawal method.
- 8.6 Cryptocurrency Withdrawals will, subject to orders to make a Cryptocurrency Withdrawal being received between 09am and 5pm GMT on a Business Day, be processed on the date of request. All other Cryptocurrency Withdrawals will be processed on the next Business Day, unless stated otherwise on the Website.

9. **INCORRECT OR UNAUTHORISED CRYPTOCURRENCY TRANSFERS OR CRYPTOCURRENCY WITHDRAWALS**

- 9.1 In the event that you become aware of any incorrect or unauthorised Cryptocurrency Withdrawals or Cryptocurrency Transfer, you must notify us this immediately by email to support@cryptopay.me. Prior to receiving such notification, we will not be responsible for any loss or damage that you suffer as a result of a Cryptocurrency Withdrawal or Cryptocurrency Transfer which was executed without your consent.

10. **SUSPENSION OF SERVICES**

- 10.1 Cryptopay may withhold or suspend any Services (including your access to the Account) or any part of its functionality, where:
- 10.1.1 it knows or reasonably suspects that the providing one or more Services:
- (a) is fraudulent or involves any criminal activity;
 - (b) is money laundering or relates to money laundering activities; or

- (c) is otherwise in breach of applicable law.
- 10.1.2 you fail to provide on request such documentation as Cryptopay (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Cryptopay's satisfaction;
- 10.1.3 any Cryptocurrency Purchase, Cryptocurrency Withdrawal or Cryptocurrency Transfer is significantly larger in size, or together with other recent Cryptocurrency Purchases, Cryptocurrency Withdrawals or Cryptocurrency Transfers, is significantly larger in volume than expected;
- 10.1.4 Cryptopay reasonably believes that it is necessary or desirable to do so in order to protect the security of the Account, including circumstances where any Account Details may have been lost or stolen; or
- 10.1.5 it is obliged to do so as a result of any law or regulation or the direction of any competent authority or regulatory body.
- 10.1.6 Cryptopay reasonably suspects that you have provided us with false information or fabricated documents.
- 10.2 In the case of any such withholding or suspension described in this clause 10, Cryptopay shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:
 - 10.2.1 is not in breach of any applicable law or regulation and does not contravene the instruction of any competent authority or regulator; and
 - 10.2.2 would not compromise Cryptopay's reasonable security measures.
- 10.3 Cryptopay shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account or withhold settlement of a Cryptocurrency Purchase, Cryptocurrency Withdrawal or Cryptocurrency Transfer in accordance with this clause 10.
- 10.4 Where the reasons for Cryptopay's actions under this clause 10 cease to exist, Cryptopay may, at its discretion, either reinstate access to the Account and the Services and/or issue the Customer with new Account Details.

11. **CHANGING THE LINKED ACCOUNT**

- 11.1 The customer may change a Linked Account at any time and/or add additional Linked Accounts through the process be provided to you through the Website.

12. **FEES**

- 12.1 All fees payable under this Agreement are set out in the Fee Tariff and shall be paid in Euro or any other currency that is agreed between Cryptopay and the Customer. We reserve the right to change applicable fees as we deem necessary.
- 12.2 Where the Customer has an Account:
 - 12.2.1 if any fees remain outstanding after 15 Business Days of being charged to the Customer, the remaining fees will be deducted from any Sub-Wallet with a positive balance using the current exchange rate determined by Cryptopay; and
 - 12.2.2 if the Wallet does not have sufficient funds to pay any fees that are payable under this Agreement, Cryptopay may terminate this Agreement in accordance with clause 19.4.

13. **REPORTING**

- 13.1 Where the Customer has an Account:
 - 13.1.1 you may access, at any time, your personal page on the Cryptopay Website, showing the recent activity and current balance of your Wallet and any Sub-Wallets; and

- 13.1.2 you will be able to find statements of transactions made to and from your Wallet and any Sub-Wallets in your personal page on the Cryptopay Website. You are invited to carefully review the list of these transactions.

14. **DATA PROTECTION LAW**

- 14.1 We are committed to keeping your personal information safe. We process personal information in accordance with applicable data protection legislation. Please read our privacy policy to understand how we use and protect the information you provide us (a copy of our privacy policy can be accessed here: https://cryptopay.me/legal/privacy_policy).

15. **CONFIDENTIALITY**

- 15.1 In this clause, "**Confidential Information**" means any information that is clearly labelled or identified as confidential or ought reasonably be treated as being confidential. Confidential Information excludes any information which:
 - 15.1.1 is or becomes publicly known other than through a breach of this Agreement;
 - 15.1.2 was in the receiving party's lawful possession before the disclosure;
 - 15.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 15.1.4 is independently developed by the receiving party and that independent development can be shown by written evidence; or
 - 15.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 15.2 Each party will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party unless that third party is subject to an equivalent duty of confidentiality. Neither party will use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 15.3 Each party will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of this Agreement.
- 15.4 This clause 15 will survive termination of this Agreement for a period of 3 years.

16. **WARRANTIES AND REPRESENTATIONS**

- 16.1 By agreeing to this Agreement, you represent, warrant and undertake to us that:
 - 16.1.1 you have full power and authority to enter into this Agreement;
 - 16.1.2 you understand and acknowledge that we do not warrant that any of the Services available through the Cryptopay Website are suitable or appropriate for your needs and that you must take your own independent legal and other advice on such Services;
 - 16.1.3 you are entering into this Agreement as principal and not on behalf of any third party;
 - 16.1.4 you will not violate any applicable laws by entering into this Agreement or receiving the Services provided under it;
 - 16.1.5 funds or Cryptocurrencies transferred to the Wallet or any Sub-Wallet have been acquired lawfully;
 - 16.1.6 you understand and acknowledge that while we make reasonable endeavours to ensure the accuracy of the information that we provide, and which in turn, is provided to you, neither we nor any of our directors, employees or agents make any representation or warranty, express or implied, as to the accuracy or completeness of such information;
 - 16.1.7 any information provided by you to Cryptopay under this Agreement is true, complete, accurate, up to date and not misleading; and

- 16.1.8 you shall provide all assistance reasonably requested by Cryptopay to enable Cryptopay to comply with its obligations under this Agreement.
- 16.2 Cryptopay warrants, represents and undertakes that:
- 16.2.1 it shall provide the Services with reasonable care and skill; and
- 16.2.2 it shall take reasonable and appropriate technological, organisational and operational measures to prevent against the loss of items held in the Wallet, having regard to the state of the art and recent technological development.
- 16.3 Cryptopay makes no representation or warranty that the Services are applicable or appropriate for use by customers in all jurisdictions and it is your responsibility to ensure compliance with the laws of any relevant jurisdiction outside the Estonia in connection with the provision of the Services.
- 17. LIMITATION OF LIABILITY**
- 17.1 This clause 17 sets out Cryptopay's entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
- 17.1.1 arising under or in connection with this Agreement;
- 17.1.2 in respect of any use made by the Customer of the Services or any part of them; and
- 17.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 17.2 Except as expressly and specifically provided in this Agreement, Cryptopay disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Services, their use and the results of such use.
- 17.3 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by applicable law.
- 17.4 Whilst Cryptopay takes every care to ensure that the standard of the Website remains high and to maintain the continuity of it, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate the Cryptopay Website (or any particular part of the Cryptopay Website).
- 17.5 Cryptopay disclaims all liability associated with the use of Cryptocurrency, including:
- 17.5.1 unknown inherent technical defects;
- 17.5.2 regulatory or legislative changes; and
- 17.5.3 currency fluctuation.
- 17.6 Nothing in this Agreement excludes the liability of Cryptopay:
- 17.6.1 for death or personal injury caused by Cryptopay's negligence;
- 17.6.2 for fraud, fraudulent misrepresentation or fraudulent misstatement; or
- 17.6.3 any statutory liability not capable of limitation.
- 17.7 Prior to receiving a notification under clause 4.3, Cryptopay shall not be liable for any Cryptocurrency Purchases, Cryptocurrency Withdrawals or Cryptocurrency Transfers validly executed as provided for in this Agreement which were executed without your consent.
- 17.8 Subject to clause 17.6, Cryptopay will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, loss or corruption of data, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, punitive, indirect or

consequential loss costs, damages, charges or expenses however arising under this Agreement or for any loss, damage or corruption of any Cryptocurrency as a result of the instructions, acts or omissions of the Customer. This shall include any losses attributable to a failure by the Customer to keep secure any security or other information relating to the Wallet and access to it.

18. **RIGHT OF WITHDRAWAL**

18.1 You have 14 (fourteen) calendar days to exercise your right of withdrawal from this Agreement, without having to justify any reason or pay any penalty. This withdrawal period begins on the day after the date that your application is accepted by us.

18.2 We will not normally provide the Services during the withdrawal period. If you use the Website to request the provision of any Services during the withdrawal period, we will treat this as an express request from you to begin the supply of the Services before the end of the withdrawal period. Any Services which are fully performed before a withdrawal cannot be reversed.

18.3 In order to effect a withdrawal you must have:

18.3.1 closed the Pre-Paid Card and withdrawn all amounts held in the Wallet; or

18.3.2 closed the Pre-Paid Card and instructed Cryptopay to transfer all amounts held in the Wallet to the Linked Account or credit any Cryptocurrency wallet maintained and operated either by Cryptopay or by a third party (subject to Exchange Fees and Withdrawal Fees as applicable)

by the date you submit your withdrawal request, otherwise we will exchange any amounts held in your Wallet for the fiat currency which your Linked Account is denominated in and then transfer all amounts to your Linked Account on the date we effect your withdrawal request (subject to the exchange rates, Exchange Fees and Withdrawal Fees applicable on that date).

18.4 You must notify your withdrawal request to us within the allotted period by email to support@cryptopay.me.

18.5 If you exercise your right of withdrawal, this Agreement will be terminated at no cost to you (subject to any Exchange Fees and Withdrawal Fees required to effect your withdrawal).

19. **TERM AND TERMINATION**

19.1 This Agreement will commence in the manner set out in clause 1.3 and will continue unless either party notifies the other of termination, in writing, in accordance with this Agreement.

19.2 This Agreement can be terminated immediately by the Customer providing written notice to Cryptopay provided that, where the Customer has an Account, Customer has:

19.2.1 closed the Pre-Paid Card and withdrawn all amounts held in the Wallet; or

19.2.2 closed the Pre-Paid Card and has instructed Cryptopay to transfer all amounts held in the Wallet to the Linked Account or credit any Cryptocurrency wallet maintained and operated either by Cryptopay or by a third party (subject to Exchange Fees and Withdrawal Fees as applicable).

19.3 Unless otherwise permitted under this clause 19.3, Cryptopay may terminate this Agreement by giving at least 30 days' written notice to the Customer, at the end of which period Cryptopay may, where the Customer has an Account, transfer all amounts held in the Wallet, Sub-Wallets and Pre-Paid Card to the Linked Account (where there is more than one Linked Account we may transfer amounts to any one of the Linked Accounts) or ask the Customer to provide the address of the recipient's Cryptocurrency wallet to which amounts shall be transferred. The Customer shall not be charged an Exchange Fee or Withdrawal Fee in respect of any such Cryptocurrency Withdrawal. If the Customer does not provide the address of the recipient's Cryptocurrency wallet within 5 (five) years after the termination (unless shorter term provided in accordance with applicable law), the applicable law may require us to treat the amounts as unclaimed property. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such amounts to the authorities as unclaimed property. We reserve the

right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by this Agreement or applicable law.

- 19.4 This Agreement can be terminated with immediate effect by Cryptopay if:
- 19.4.1 it suspects that the Customer is in breach of any of its warranties and representations in clause 16;
 - 19.4.2 the Customer is in material breach of this Agreement or any other agreement with us;
 - 19.4.3 the Customer fails on request to provide such information or documentation as Cryptopay (or any third party whose services we use in providing the Services to you under this Agreement) may reasonably request in order to ensure compliance with applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Cryptopay's satisfaction;
 - 19.4.4 any fees are outstanding in accordance with clause 12; or
 - 19.4.5 the Customer ceases trading (or threatens to cease trading); is subject to an order for winding up; has an administrator or liquidator appointed (or such appointment is entitled or is requested in good faith); is the subject of a bankruptcy petition or order; becomes insolvent; is incapable of paying its debts as they fall due; makes any arrangement with its creditors for the payment of its debts.
- 19.5 Any termination is without prejudice to either party's accrued rights or remedies.
- 19.6 The accrued rights and remedies of the parties, and clauses 15, 16 and 19.5, will survive termination of this Agreement for any reason.

20. **FORCE MAJEURE**

- 20.1 No party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement if that failure results from circumstances beyond its reasonable control.

21. **NOTICES**

- 21.1 We may (where allowed to do so by law) communicate with you by posting information in your Account or on the Website, in which case the information will be treated as received by you when it is posted by us.
- 21.2 We may also contact you at the postal or email address you provide us with when applying to open your Account. Notices sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first Business Day following despatch). Notice sent by post will be deemed to have been received on the second business day after posting.

22. **COMPLAINTS**

- 22.1 For any complaint relating to the Services, you are advised to contact support@cryptopay.me.
- 22.2 For any complaint relating to the Pre-Paid Card, please contact the Pre-Paid Card issuer, using the contact details set out in the terms and conditions that govern the use of that card (see clause 3.3).

23. **REVIEWS AND TESTIMONIALS**

- 23.1 At various places on the Website or on our social media, you may find reviews and testimonials from our customers. Although these reviews and testimonials are truthful statements of our actual customers, you specifically recognize and agree that the reviews and testimonials are not a guarantee of results or experience that you or anyone else will obtain by using the Services provided by Cryptopay.
- 23.2 If you submit to us a testimonial, comment, review, suggestion or any work of authorship (collectively a "**Submission**") using any means of communication, such Submission will not be

confidential or secret and you agree that we may use it in any manner in our sole discretion. In no event are we obligated to use, reproduce, or publish any Submission.

23.3 By submitting or sending a Submission to us, you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, reproduce, publish, distribute, display, translate, summarize, edit, modify and adapt such Submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, including but not limited on our Website and on our social media, in our sole discretion, with or without your name and logo. When editing, modifying, or adapting your Submission, we will never do it in such a way as to create a misleading impression of your views.

23.4 If you wish to update or delete your Submission, email us at support@cryptopay.me.

24. GENERAL

24.1 The use of all Services is subject to a limit on the amount of volume, stated on Cryptopay Website, you may transact, transfer or withdraw in a given period (e.g., daily). Your transaction limits may vary depending on your payment method, the verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary.

24.2 We may, from time to time, offer a referral program to Customers that have an Account with us. You can familiarise yourself with the rules of any such referral program which can be found on the Website.

24.3 A waiver of any right under this Agreement is only effective if it is in writing.

24.4 If any provision (or part of a provision) of this Agreement is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) will remain in force. Nothing in this Agreement shall be deemed, or is intended to be deemed, nor shall it cause, either you or Cryptopay to be treated as the agent of the other.

24.5 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between them.

24.6 The Customer will not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of Cryptopay. However, we may assign, transfer or sub-contract our respective rights and obligations under this Agreement upon providing you with 30 days' notice in writing.

24.7 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns).

24.8 Cryptopay may amend this Agreement as it sees fit. Cryptopay may make all amendments to the Agreement by posting the revised Agreement on the Website or by emailing it to you, indicating when the revised Agreement becomes effective. Cryptopay will take all reasonable steps to notify you of each amendment in advance of it taking effect, however, where permitted and necessary due to circumstances, we may indicate that an amendment shall be effective immediately. Copies of the current version of the Agreement will be made available on the Website.

24.9 This Agreement will be governed by, and construed in accordance with, the laws of Estonia and, subject to any overriding legal requirements, the parties irrevocably submit to the exclusive jurisdiction of courts of Estonia. This Agreement and any information or notifications that you or we are to provide should be in English.

24.10 If you have any feedback, questions, or complaints, you may contact us via our customer support webpage or support@cryptopay.me.