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The Company reserves all rights relating to copyright and the use of trademarks, and exercising those rights in full and within the limits of applicable law. The Company monitors compliance with copyright and other rights, the violation of which is punishable by law.

SERVICES & PRODUCTS

We are a cryptocurrency payment processor. We are not a crypto exchange or a place to purchase or sell cryptocurrencies. Our Services are available to individuals or to businesses that sell a product or services or to registered charitable organizations that accept donations. We enable you to accept cryptocurrency in your personal needs or as payment for goods or services, and process cryptocurrency payments that you receive from your customer (Purchaser). By using the Services, you authorize us to act as your agent so we may receive, hold and disburse funds on your behalf and to take any or all actions that we think are necessary to provide the Services and to comply with applicable law.

All information provided on this Website in any case should not be understood as a public offer or any kind of agreement between you and the company working under trademark CPAY. If you want to buy any product or receive any service from us, we should conclude a separate agreement.

The agreement may be concluded on behalf of the Company however we reserve the right to conclude the agreement on behalf of another company that have necessary licenses or permissions for provision of services.

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This Website or any information or materials contained herein are not directed or intended for distribution to or use by, any person or entity who is a citizen, resident or located in any jurisdiction in which such distribution, use, publication, or the ability to access contrary to the laws or regulations, or which prescribes the Company or any of its affiliates or otherwise related entities meet the requirements for registration or licensing within such jurisdiction.

THE COPYRIGHT

Unless otherwise specified, the materials in this Website, including (but not limited to) any graphic design, text, audio-visual and audio content, images and graphics are the exclusive property of the Company. Unless otherwise stated, these materials may not be copied, transmit, distribute, reproduce, sell, modify, display, save for later use, or use any other means, in whole or in part in any form or by any means, without the prior written consent of the Company.

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Under any circumstances or on any grounds at law or equity, whether the violation of the provisions of the contract, negligence or other wrongful conduct, direct obligation or any other basis, the Company shall not be liable for any indirect, consequential, incidental or punitive damages in connection with the use

or inability to use this Website or any part of it, even if the Company has been advised of the possibility of such damages.

All data presented on the Website are for informational purposes only and, therefore, cannot be taken as an offer or invitation for proposals addressed to anyone was out of the jurisdiction in which such offer or invitation is prohibited, as well as to whom direction of such offer or invitation would be unlawful, as well as should not be construed as a recommendation to buy, sell or otherwise any action with whatsoever specific investments.

No material from this Website should not be construed and interpreted as investment advice by the Company, as well as any of its affiliates, directors, officers and employees. In any case, before making any decision on collaboration with the Company you are urged to consult with a professional legal, finance, tax or investment adviser.

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Links to Websites of third parties are provided for your convenience only. The Company has no control over the content of these Websites owned or operated by third parties. Using these links, you will leave this Website. The Company disclaims all warranties, either expressed or implied, concerning the content of such Websites, including the adequacy, accuracy, timeliness or completeness of the materials therein, for any particular purpose. The company is not responsible if these Websites violate the rights of any third party, including copyright and trademark contain viruses or other harmful elements. the Company cannot guarantee the authenticity of the documents posted on the Internet. Links to Websites of third party do not constitute endorsement of opinions, ideas, products, information, or services offered on such sites, and therefore the Company is not liable for any third-party Websites.

SECURITY

We have implemented security measures designed to secure your information from accidental loss and unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized persons will never gain access to your information, and you acknowledge that you provide your information at your own risk.

Please note that the information transmitted by email is never completely confidential and secure. Sending important and confidential unencrypted e-mail message, you assume the risks associated with the fact that any message or information posted on the Website may be read or intercepted by others.

FEES

The Website works with a 1% fee for all types of transactions for individual clients. There is a progressive rate for business accounts:

up to 5000 USD – 1%

5 000-10 000 USD - 0.9%,

10 000-25 000 USD - 0.85%

25 000-50 000 USD - 0.8%

50 000-100 000 USD - 0.75%

100 000-250 000 USD - 0.7%

250 000-500 000 USD - 0.65%

500 000-1 000 000 USD – 0,6%

1 000 000-2 500 000 USD - 0.5%

2 500 000-5 000 000 USD - 0.4%

5 000 000-10 000 000 USD - 0.3%

10 000 000 and more USD - 0.25%

The Website reserves the right to establish other types of fee for promotional purposes. Information on the current commission is available in the user's account.

TERMINATION AND SUSPENSION

We may terminate your account, at our discretion, upon notice to you via email or phone communication. We may also suspend your access to the Services if we suspect that you have failed to comply with these Terms, pose an unacceptable fraud risk to us, or if you provide any false, incomplete, inaccurate, or misleading information. We will not be liable to you for any losses that you incur in connection with our closure or suspension of your account. Additionally, if your merchant account is not in use for more than 1 year or so we have the right to suspend your account, disabling processing capabilities.

And what kind of business or website cannot get access to CPAY services:

- Any terrorist group or any Anti-human-related group or businesses or website
- Website directly or indirectly related to illegal activities.
- Any website which is a scam (hoax)

- Any website that choose MLM scheme to promote their business
- Any website which promise unimaginary returns (ROI) to their customer

We may ask for more information if we find some suspicious activity on your website or through your website, then there will be no prior notice given to you before suspending your account, or to take legal action against you and your business.

TAXES

It is your own responsibility for paying any taxes applicable to you in relation to using our Services.

We make no representations in relation to tax liabilities, assume no tax liability for any Client, assume no responsibility for the tax liability of any Client, not for collecting, reporting, withholding or remitting any taxes arising from any Services that you may use.

In case we are obliged under applicable law or voluntary decide to report to any competent authorities any information that is related with your tax obligations, you undertake to provide us with the requested documents, data and information.

PROHIBITED USE

It is strictly prohibited to use any of the Services for any of the following:

- to conduct or engage in any illegal or unlawful activity;
- to hide or disguise the proceeds of any illegal or unlawful activity;
- to engage in any fraudulent or malicious activity;
- to control or use an Account that is not yours or a Client you represent;
- to allow anyone who is not a duly authorized person to have access to or use your Account;
- to disable, disassemble, reverse-engineer or decompile the CoinGate System;
- to act in a way which imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; to transmit or upload any material to the CPAY System or the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; to attempt to gain unauthorized access to the CPAY System or the Website, Accounts of other persons, computer systems or networks connected to the CPAY System or the Website, through password mining or any other means;

to use the Account information of another party to access or use the CPAY System or the Website;

- to infringe on our proprietary intellectual property;
- to conduct or engage in activity in a way that we reasonably believe might harm our ability to provide our Services;
- to engage in any other use or activity that breaches these Terms or is not in conformity with sustainable activities of the Company, ensuring of human rights, transparency, gender equality, moral and ethics, or other activity deemed unacceptable by the Company.

PRIVACY

The Company pledges to keep your personal information. the Company and its affiliates may share this personal information with each other and will not disclose it to third parties, except if it is required by applicable law or court order.

Tracking system for visitors of the Website may also collect information about the pages you visit, how did you hear about our Website, about the frequency of visits, etc. Collected information is used to improve our Website, and to contact you in any suitable way to keep you informed about what, in our opinion, may have an interest for you.

We are GDPR compliant. Please find more information in our Privacy Policy;

Our Privacy Policy, published at Website, are integral parts of this Terms of Use.