

1. Introduction

These guidelines are drafted by NOWPayments Ltd., duly organized under the laws of Seychelles (hereinafter referred to as “We”, “Company”, “NOWPayments”) only for information purposes and contain underlying provisions of the service level we aim to pursue. In no event shall this document (or any version thereof) be deemed an offer or otherwise binding on NOWPayments and the partner and cannot be relied upon as the Company’s representation or warranty of any kind. This document is not an advertisement to an unlimited group of persons. By drafting this document, we do not intend to provide the basis of any decision or give recommendations.

2. Definitions

Agreed Service Time (AST) — indicates the agreed working time of the service, at which the service should function normally.

Actual Rate - the amount of crypto which will be received by the Partner regarding a current market situation and fees.

Availability (%) — is a ratio calculated each period that the Service is available to the User/Partner. Defined by the formula: $((AST \text{ over a period} - Downtime \text{ over a period}) / AST) \times 100\%$.

For example, with a total downtime of 30 minutes per month, the availability ratio is $= (30 \times 24 \times 60 - 30) / (30 \times 24 \times 60) \times 100 = 99.93\%$.

Downtime — the sum of downtime over a period, except for downtime caused by the following reasons:

- *Scheduled maintenance.*
- *Negative activity of the User/Partner, which led to a negative impact on the components of the Service (spam, spoofing, violation of the Terms of Use, etc.).*
- *Other uncontrolled events classified as force majeure.*

Estimated Rate - indicates the amount of crypto which is to be paid for a specified fiat price.

Exchange - payment which requires conversion of a pay currency into different outcome currency (e.g. BTC - ETH payment).

Memo/Extra id - a unique additional address feature required for some crypto currencies which is necessary for identifying a transaction recipient in addition to a wallet address.

Minimum Payment Amount - the minimal sum a User can send in a particular currency at the current moment.

PayIn Address - a unique address generated for every payment which indicates where a User should send their funds.

Support response time — the time from when a case about an alleged malfunction has been submitted in the case management system by User/Partner to the time support engineer has made contact regarding the issue reported in the case.

3. Service Level

3.1 General Information

Agreed Service Time (AST)	24 x 7
Agreed Service Support Time (ASST)	24 x 7
Average API Response Time	350 ms
API Availability	99.93%
Support Response Time	7 minutes
Maximum deviation from expected rate (1)	3%
Average Exchange time (if there are no blocking factors) (2)	5 min
Number of unique supported currencies	not less than 103 currencies for pay-in not less than 107 currencies for pay-out
Planned API Maintenance Update	1 working day before the start of the maintenance
Accident warning time	30 minutes from the moment of the accident
Solving issues related to payments (from the moment the issue is detected/reported by the User) (3)	Average Time to Resolution — 2 hours
KYC cases (when a procedure is required for the User's validation for a refund OR for a payment completion)	Average Time to Resolution — 3 hours from the time KYC procedure is passed by the User

AML cases (when a transaction is stopped on the NOWPayments' side due to security reasons)	Average Time to Resolution — 3 hours from the time KYC procedure is passed by the User
Deposit sent to different PayIn address — the User sends coins to the address for another blockchain	Average Time to Resolution – 24 hours Max Time to Resolution – 48 hours
Deposit amount less than minimum (minimum amount > the deposit amount > 1 network fee)	Average Time to Resolution — 1 hour
Deposit Not Detected — The Coin is Deposited but it is not detected for order processing. (3)	Average Time to Resolution — 6 hours
	Max Time to Resolution — 24 hours
BCH/BSV Split Coins Refund (if possible) — BCH/BSV received from the User that do not match the payment (3)	Average Time to Resolution — 8 hours
	Max Time to Resolution — 72 hours
Difference between an Estimated Rate and an Actual Rate	rate difference is >3% — we process\refund the amount depending on the partner's choice. Average Time to Resolution — 3 hours after receiving a confirmation from the Partner
	rate difference is <3% — we process the exchange. Average Time to Resolution — 3 hours
Incorrect Recipient Address —Payment/ Exchange Completion (4) / Refund in cases User provides incorrect recipient address (3)	Average Time to Resolution — 6 hours
	Max Time to Resolution — 19 hours
<p>Incorrect PayIn Amounts — the amount that was actually sent to the deposit address is different than what Partner indicated:</p> <p>1) The amount sent is less than Partner indicated (deposit > 1 network fee);</p>	<p>1) Processed automatically if it fits the min limit. We do not guarantee the best rate in this case.</p>

2) The amount sent is more than Partner indicated	2) Processed automatically. Please note that the extra funds cannot be refunded to the User in this case.
Incorrect Extra_id (memo) of the Recipient Address — Exchange Completion / Refund in cases an incorrect Extra_id (memo) of the Recipient Address is provided OR Extra_id is not provided at all(3)	Average Time to Resolution — 3 hours
	Max Time to Resolution — 19 hours

(1) — in case of high volatility in the market, NOWPayments can stop the exchange in case of fluctuations of more than 3%. In this case, a further decision is made with the Partner/User on whether to make a Refund or change the flow (from Fixed to Standard).

(2) — time is counted from the moment of transaction, which has 2 confirmations. For the coins listed below the exchange time can be increased up to 24 hours due to the NOWPayments and partner's requirements for more confirmations: BSV, USDT, KMD, BTG, XZC, ZEN, RVN, DGB, BCH.

(3) — time is counted from the time the support ticket is received

3.2 Force majeure circumstances

Force majeure — extraordinary event or circumstance beyond the control of the parties, prevents one or both parties from fulfilling their obligations under the SQS.

The occurrence of force majeure circumstances extends the terms of the fulfillment of the SQS proportionate to the duration of their influence.

4. Refunds policy

4.1 Please note:

- The Digital Assets extraction process can take up to fourteen (14) business days.
- Unsupported Digital Assets that are deposited into our system to unrelated wallets are handled by NOWPayments on a case-by-case basis. Any decisions by NOWPayments with respect to such Digital Assets being deposited when no longer supported are final.
- Transactions below the minimum limits can not be completed. Refunds are possible only if the deposit amount is > 1 network fee.
- Refund cases are handled by NOWPayments on a case-by-case basis. Some of the cases shall require an additional validation, e.g. KYC procedure.

- Deposits can be refunded to partners' refund address provided in a Partnership Agreement. To learn more about NOWPayments Refund Policy, you may follow [the link](#).
- When a Partner/a User provides a destination address for a refund, this is the only address that output funds can be sent to. Any decisions by NOWPayments with respect to refunds in these circumstances are final.
- NOWPayments only accepts one (1) deposit per transaction ID (TXID). If your funds are deposited in a TXID with more than one (1) deposit, you will need to contact support to receive a refund. The exchange rate will not be honored and your exchange cannot be completed.

4.2 If there are dramatic changes in the cryptocurrency market, NOWPayments can not exchange Cryptocurrency on the fixed rate. In this case NOWPayments shall carry out exchange transactions at the market rate or return the Cryptocurrency to the User at the choice of the Partner The Parties agree that under "dramatic changes in the cryptocurrency market" they understand the changes in the cryptocurrency rates equal to 3% or higher in any direction.

4.3 NOWPayment's tech team department is able to refund only BTC from SegWit BTC addresses. No other crypto assets, including but not limited to LTC, BSV, BCH sent to a SegWit BTC address could be refunded.

5. Limitation of liability

NOTWITHSTANDING THE FOREGOING, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. THE DETAILS SPECIFIED IN THIS DOCUMENT ARE ONLY FOR INFORMATION PURPOSES.

NOWPAYMENTS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS AND EXPECTATIONS, INCLUDING ANY REQUIREMENTS AND EXPECTATIONS WITH REGARD TO SERVICE LEVEL (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) DATA PROVIDED WILL BE ACCURATE OR (D) ANY CONTENT MADE AVAILABLE TO YOU IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND AND AGREE THAT NOWPAYMENTS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, EVEN IF NOWPAYMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT THE AGGREGATE LIABILITY OF NOWPAYMENTS TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL EXCEED 500 EUR.

6. Miscellaneous

6.1. It is expressly understood and agreed that these guidelines shall not be binding on NOWPayments and partners, (ii) no liability or binding obligation is intended to be created between NOWPayments and the partner pursuant to these guidelines, and (iii) any legal rights and obligations between NOWPayments and partners shall come into existence only if expressly provided for herein.

6.2. Nothing in these guidelines shall be construed as creating a joint venture, an agency relationship or a legal partnership.

6.3. This document is governed and shall be construed in accordance with the laws of the Republic of Seychelles.

6.4. NOWPayments may either cease to provide any guidelines on service level or revise these guidelines at any time and without notice to you or third parties. To review the new version of the guidelines you may follow the [link](#)