

## NOWPayments Terms of Service

Last updated: **FEBRUARY 13, 2024**

**IMPORTANT! PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS DOCUMENT BECOMES LEGALLY BINDING ONCE YOU MARK THE "ACCEPT TERMS AND CONDITIONS" CHECKBOX. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DISAGREE WITH, PLEASE DO NOT MARK THE "ACCEPT TERMS AND CONDITIONS" CHECKBOX. WHETHER THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, PLEASE DO NOT HESITATE TO CONTACT OUR SUPPORT TEAM AT [SUPPORT@NOWPAYMENTS.IO](mailto:SUPPORT@NOWPAYMENTS.IO).**

YOU SHOULD BE AWARE THAT DEALING WITH VIRTUAL ASSETS INVOLVES SIGNIFICANT RISKS. THE VALUE OF VIRTUAL ASSETS CAN FLUCTUATE AND THERE IS A SUBSTANTIAL RISK OF LOSING VALUE WHILE ENGAGING IN ANY TRANSACTIONS INVOLVING VIRTUAL ASSETS. PLEASE NOTE THAT VIRTUAL ASSETS AND CRYPTO SERVICES PROVIDED BY COMPANIES ARE CURRENTLY NOT REGULATED BY THE AUTHORITY OF REPUBLIC OF SEYCHELLES. BEFORE ENGAGING IN ANY ACTIVITY RELATED TO VIRTUAL ASSETS, IT IS IMPORTANT TO CAREFULLY CONSIDER YOUR FINANCIAL STATUS AND WHETHER SUCH ACTIVITY IS SUITABLE FOR YOU.

These Terms of Service ("Terms") constitute a legal agreement between You ("Merchant" or "You") and NOWPayments Ltd., company registered under the laws of Seychelles and having its registered address at Suite 1, Second floor, Sound & Vision house, Francis Rachel Str, Victoria, Mahe ("Company" or "we") governing your use of the services provided by the Company (the "Services"). By accessing or using the Services, You agree to be bound by these Terms.

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## 1. GENERAL CONDITIONS

- 1.1. Terms govern the use of the website <https://nowpayments.io/> (the “Website”) and all other related websites and services available on or through any of the foregoing (collectively, the “Services”). These Terms do not govern your access and use of any software, websites and services which may be made available to You under separate license terms from the third party service provider.
- 1.2. The current effective version of the Terms is located at the Website: <https://nowpayments.io>. NOWPayments may make changes to the Terms from time to time. When such changes are made, NOWPayments will make the updated Terms available on or through the Website. Please, check these Terms periodically for updates. Your continued use of the Services after such changes have been published on or through the Website shall constitute your binding acceptance of such changes.
- 1.3. Use of the Services constitutes an acceptance and confirmation of your consent to be bound by these Terms, all applicable laws and regulations, and You agree that You are responsible for compliance with and that You are compliant with these Terms and the applicable laws. If You do not agree with all these Terms, then You shall not access or use any of our Services.

- 1.4. Please refer to our NOWpayment Privacy Policy for information on how we collect, use and disclose information from our Users. You acknowledge and agree that your use of Services is subject to, and that we can collect, use and/or disclose your information (including any personal data You provide to us) in accordance with our Privacy Policy.
- 1.5. In order to be able to use our Services You warrant and represent that You:
  - 1.5.1. are at least 18 years old or of other legal age, according to the relevant jurisdiction  
[OR]  
a registered business entity and comply with all applicable laws and regulations to use the Services;
  - 1.5.2. You are only transacting on the Service with legally-obtained funds that belong to You;
  - 1.5.3. You are not furthering, performing, undertaking, engaging in, aiding or abetting any unlawful activity through your relationship with us or through your use of the Services;
  - 1.5.4. You are comply with these Terms;
  - 1.5.5. You acknowledge and agree that NOWPayments is not acting as your broker, intermediary, agent or advisor or in any fiduciary capacity, and no communication or information provided to You by NOWPayments shall be considered or construed as advice.

## 2. DEFINITIONS

- 2.1. Custody service: an option to securely store and manage virtual assets on behalf of the Merchant. Custody service may be provided by third-party service providers including but not limited NC Storage LLC, which operation is described at <https://nowcustody.com>.
- 2.2. Fiat withdrawal: an option to convert user's virtual assets, such as cryptocurrencies or digital tokens, into traditional EUR fiat currency only and withdraw the funds to their bank accounts or other conventional financial systems. Fiat withdrawal may be provided by a Third Party.

- 2.3. Customer: An individual or entity that has a monetary obligation towards You under a transaction concluded and intending to discharge of such obligation by paying in a Virtual Asset.
- 2.4. Dispute: Any disagreement, claim, or dispute arising between the Merchant and the Company regarding the use of the Services or any related matters.
- 2.5. Rate: The cryptocurrency exchange rate displayed at the time of the transaction. The exchange rate is subject to fluctuations.
- 2.6. Fixed Rate Exchange: an exchange performed at the same rate which is displayed to the Customer at the beginning of an exchange, regardless of subsequent rate fluctuations.
- 2.7. Merchant (also known as You): An individual or entity that provides goods or services and utilizes the company's Services.
- 2.8. Payment tool: Any instrument or method used for making payments, indicated in Merchant's account on the Website.
- 2.9. Services: various tools available to Merchants and Customers via NowPayments website and solutions which may be provided by Third Parties, including but not limited to virtual asset payment processing, custody services, and any other related offerings.
- 2.10. Third Party: Any individual, entity, or service provider that is not directly affiliated with the company but may be involved in the provision or facilitation of certain services.
- 2.11. Third Party Services: Services provided by third-party entities that may be integrated or used in conjunction with the company's Services, subject to their respective terms and conditions.
- 2.12. Virtual asset: a digital representation of a value or a right which may be transferred and stored electronically, using distributed ledger technology or similar technology.
- 2.13. Website: The online platform or website (<https://nowpayments.io/>) operated by the Company through which the Services are made available to Merchants and Customers.

### 3. OUR SERVICES

- 3.1. The following Services are available to Merchants and Customers through Website
  - 3.1.1. Payment processing in Virtual assets;

- 3.1.2. Virtual asset Custody;
  - 3.1.3. Mass payouts in Virtual assets;
  - 3.1.4. Virtual Asset-to fiat exchange (fiat withdrawal).
- 3.2. Please note that these Services could be provided by Third Parties.

#### 4. PAYMENT PROCESSING IN VIRTUAL ASSETS

- 4.1. Payment processing tools in Virtual assets are as follows: (1) payment link creation, (2) donations in Virtual assets, (3) subscriptions, and (4) POS terminal link creation.
- 4.2. Upon receiving the aforementioned link, the Customer proceeds to access and navigate the provided link. The Customer observes the designated deposit address, as well as the corresponding currency for payment. Please note, that this deposit address is generated by Third Party service provider at the time of the transaction. Third Party service provider takes part in a monolithic exchange, whereby the payout address corresponds to the Merchant's balance or their designated wallet.
- 4.3. Merchant initiates a payment request by its generation, which may be in the form of an invoice link or a simplified payment request, solely indicating the payment address and the corresponding amount. The payment request shall include essential transaction details, such as the transaction amount, currency of transaction and the Order ID. Please note that the Order ID is an optional field in the payment process. The Merchant retains the discretion to decide whether to include an Order ID for tracking and reference purposes.
  - 4.3.1. Additionally, Merchant reserves the right to specify the payment rate (by marking the "Fixed Rate" button) and determine the party responsible for covering the associated commission expenses (by marking the "Fee paid by user" button).
  - 4.3.2. Please note that for blockchain technology, network fees are subject to change. If a deposit is transferred more than 20 minutes after your Payment Link was created, Third Party service provider cannot guarantee that the network fees will not affect the amount of cryptocurrency You will receive.
- 4.4. Upon confirmation of the transaction in the blockchain, the funds of Customer are successfully credited to the designated deposit address. Subsequently, following confirmation in the blockchain, processing takes place. Once processing is

successfully completed, the funds are promptly displayed on the Merchant's balance or deposited into your designated wallet. At this point, the Customer can verify that the funds have been successfully transferred to the Merchant.

- 4.5. We would like to remind You that until You receive the status "Finished / Partially paid" from Third Party service provider, crediting funds to your Customer's balance is done at your own risk. Please exercise caution and wait for confirmation from our team before proceeding with any actions.
- 4.6. In order to proceed with the **Donation Payment tool**, You may determine what information of the Customer will be required and [or] shown (including, email, phone number, name, social link, or residential address). The donation link provided by Third Party service provider will be determined as [nowpayments.io/donation/\[YOUR NAME\]](https://nowpayments.io/donation/[YOUR NAME]).
- 4.7. In order to proceed with the **Subscription Payment tool**, You have to create a subscription plan where the subscription's period duration and its cost shall be determined. Please note that You are free to decide where the Customer should be redirected in the following cases: (1) successful payment page; (2) payment failed page (3) partial payment page.
- 4.8. In order to proceed with **the POS Terminal link Payment tool**, You may determine the Terminal Webpage link as [nowpayments.io/pos-terminal/\[YOUR NAME\]](https://nowpayments.io/pos-terminal/[YOUR NAME]) where deposit addresses would be generated. Please be informed that the generated deposit address can be used by one Customer to pay for one purchase only.
- 4.9. To mitigate payment challenges, it should be noted that the minimum payment amount varies for each coin and is subject to modification based on the blockchain condition at the time of transaction initiation.
- 4.10. Please note that transactions in blockchain are irreversible. However, if certain conditions are met, Third party provider may be able to issue a refund of the transaction. Please note that Third party provider charges USD 50 (fifty US dollars) fee as well as requires network fee coverage for the refund execution. Fees condition applies in the following cases: if Your user has sent a deposit in the wrong network/coin, without a destination tag ('memo')/with a wrong memo, or a deposit in a coin or token that Third party provider does not support; or other similar cases.

## 5. VIRTUAL ASSET CUSTODY SERVICE

- 5.1. Virtual assets custody service is a business-to-business (B2B) product offered by the Third Party, providing organizations with a comprehensive solution for the management and storage of partnership balances. Crypto custody services are designed to enhance the security and protection of digital assets by implementing robust security measures, including offline storage, multi-signature authentication, and encryption techniques.
- 5.2. The Merchant is authorized to utilize the Custody service upon activating the "Custody feature" through their personal account on the Website and accepting the terms and conditions set forth in the Agreement.
- 5.3. The Merchant agrees that NOWPayments has the authority to engage Third-Party as the providers of Custody Services. However, NOWPayments DOES NOT remain responsible to the Merchant for the actions and conduct of these third-party providers.
- 5.4. Merchants acknowledge and understand that Third Party service provider retains the discretion to choose whether to utilize a cold storage system or a hot storage system. This agreement does not impose any restrictions on Third Party service provider's decision-making process regarding the selection of the storage system for digital assets.
- 5.5. The Merchant maintains legal ownership of the transferred funds and assumes full responsibility for the funds and their source.
- 5.6. The Third Party service provider is solely authorized to store the received funds and is explicitly prohibited from disposing of the received funds in any manner, including transferring them to third parties, without the explicit authorization from the Merchant. This means that the Third Party service provider will not engage in activities such as loaning, hypothecating, pledging, or encumbering any funds without receiving instructions from the Merchant.
- 5.7. Crypto custody services may rely on third-party service providers for certain functions, such as storage, or transaction processing. Replenishment of the custody balance can be conducted independently by transferring funds to the designated deposit address provided by the Third Party service provider, which is generated upon request.

- 5.8. Within the custody service, there exists an option to perform currency conversions. The Merchant has the ability to transfer funds from one cryptocurrency to another within the custody platform.
- 5.9. The Third Party service provider system may refuse to store the funds or to arrange the withdrawal of funds subject to the Third Party service provider's Custody Services and may cancel any transaction as required by law, regulation or any court or other authority to which NOWPayments and Third Party service provider is subject in any jurisdiction, in particular if the Third Party service provider assumes at its own discretion that transaction: (i) may violate this Agreement, Service Agreement or other agreements and terms agreed upon by the Parties; (ii) are unauthorized, fraudulent or illegal; or (iii) expose Merchant, NOWPayments, the Third Party service provider, or others to unacceptable risks. The Third Party service provider is entitled to delay any transaction if it detects a risk of fraud or illegal activity or refuses to process/cancel any transaction due to technological issues with applicable software or other technological reasons.

## 6. MASS PAYOUTS IN VIRTUAL ASSETS

- 6.1. Mass payouts in virtual assets refer to the process of distributing a large number of virtual assets, such as cryptocurrencies or digital tokens, to multiple recipients simultaneously.
- 6.2. The Merchant agrees that NOWPayments has the authority to engage third-party providers to offer Mass Payout in Virtual assets Services. However, NOWPayments DOES NOT remain responsible to the Merchant for the actions and conduct of these third-party providers.
- 6.3. In order to initiate the Mass Payout Service, the Merchant is required to transfer funds to their balance to the Third Party service provider, where the balance will be securely maintained.

## 7. VIRTUAL ASSET-TO FIAT EXCHANGE (FIAT WITHDRAWAL).

- 7.1. The Virtual asset-to-fiat exchange Service, also known as fiat withdrawal service, refers to the functionality provided by a third party provider that enables users to convert their virtual assets, such as cryptocurrencies or digital tokens, into traditional



fiat currency only and withdraw the funds to their bank accounts or other conventional financial systems.

- 7.2. To utilize fiat withdrawal tool, You must activate the Custody Tool via their personal account in accordance with Section 5 of this Terms and Conditions.
- 7.3. Merchant can initiate a withdrawal request to transfer the converted fiat funds to their designated bank accounts or other payment methods supported by the third party service provider. The withdrawal process may involve additional security checks and processing time depending on the platform's policies. Please refer to the Terms of Service of our partner for further details.
- 7.4. Merchant initiates a fiat withdrawal request by its generation, solely indicating the designated bank account and the corresponding amount. The payment request shall include essential transaction details, such as the transaction amount, currency of transaction and the bank account details. Funds withdrawn via the fiat withdrawal service will be transferred to Merchant's personal account by the third-party service provider.
- 7.5. Fiat withdrawal is available exclusively in Tether (USDT) on the TRON blockchain ("USDT TRON"). If the desired withdrawal amount is not in USDT TRON, a currency conversion will be executed by the third-party service provider in accordance with the Section 4, incurring a commission fee. The amount of such a commission fee shall be indicated in your personal account.
- 7.6. Fiat withdrawal involves currency conversion, and the value of the local currency acquired may fluctuate. NOWPayments under no circumstance can be liable for market risks, including potential losses or gains resulting from currency exchange rate movements. Merchants are encouraged to be aware of the market risks associated with currency conversion.
- 7.7. Merchants are responsible for ensuring that their use of fiat withdrawal services complies with applicable laws, regulations, and tax obligations in their jurisdiction.
- 7.8. The third-party service provider reserves the right to request Know Your Business (KYB) verification from Merchant at their discretion. KYB verification may be required to ensure compliance with applicable laws, regulations, and to maintain the security and integrity of their services. NOWPayments is not liable for the KYB verification required by third-party service provider. Please refer to the terms of use of third-party service provider.

- 7.8.1. The responsibility for KYB verification, as required by the third-party service provider, lies solely with the said provider. NOWPayments shall not be held liable for any aspects of the KYB verification process, including its accuracy, timeliness, or any consequences arising from it.
  - 7.8.2. If KYB verification is requested by the third-party service provider, Merchants shall provide the necessary information and documentation as specified by the third-party service provider. This may include, but is not limited to, business registration documents, identity verification, and other relevant information.
  - 7.8.3. Failure to comply with a KYB verification request from the third-party service provider within a reasonable timeframe may result in the suspension or termination of access to services provided by the third-party service provider via our Software.
- 7.9. Merchant acknowledges and agrees that NOWPayments and any third-party service providers are not responsible or liable for any loss or damage arising from the Merchant's provision of incorrect, incomplete, or outdated wallet details or other payment transaction information. It is the Merchant's sole responsibility to ensure the accuracy and completeness of all details, including wallet details and payment transaction information, at the time of submission. Merchant agrees to carefully enter all required details and understands that any errors or omissions may result in irreversible loss of funds or other transaction failures. NOWPayments and third-party service providers are not obligated to verify the correctness or completeness of the details provided by Merchant. Merchant assumes all risks associated with the provision of incorrect or incomplete details for transactions, and in no event shall NOWPayments or any third-party service providers be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from such errors or omissions. This limitation of liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or the Merchant's use of NOWPayments services or those of any third-party service providers.

## 8. PRICING AND FEES

- 8.1. The actual NOWPayment's remuneration rates and range of such rates are specified on the page of the Website: <https://nowpayments.io/pricing/>. The Merchant also can

contact the customer support (support@nowpayments.io) for more information on fees and remuneration rates.

8.2. The Merchant should be reminded that all conversion and change rates of the cryptocurrency exchanges and any other blockchain fees (including network fee, which is charged even when cryptocurrency exchange is not needed) shall be borne by the Merchant.

8.3. The NOWPayments' remuneration shall be deducted from the transferred amounts (whether exchange is necessary or not) before those funds are credited to the cryptocurrency wallet specified by the Merchant according to Clause 4-7, of these Terms, which mean that the NOWPayments' remuneration (fee) shall be paid by the Merchant. The rate of such a fee depends on which Payment tool was used. Payment procedure and remuneration fees are specified in detail on the page of the Website: <https://nowpayments.io/pricing/>.

8.3.1. Third Party service provider may refuse to process or cancel any pending transaction as required by law, regulation or any court or other authority to which Third Party service provider is subject in any jurisdiction. Third Party service provider may also reverse the right to delay any transaction if a risk of fraud is perceived or illegal activity or refuse to process/cancel any transaction due to technological issues with applicable software or other technological reasons.

8.3.2. In transactions and mass payments, the ability to switch between the party responsible for covering the service and processing commission is provided. Regarding the "fee paid by user" option, an additional amount is included in the payment to be paid separately by the customer as commission.

For mass payments, the processing fee can be paid by the sender (withdrawn from their account balance) or deducted from the payment amount, thereby being borne by the recipient.

8.4. It is the Merchant's responsibility to determine what, if any, taxes apply to the Merchant, and it is the Merchant's responsibility to report and remit the correct tax to the appropriate tax authority. The Merchant agrees that NOWPayments is not responsible for determining whether taxes apply to the Merchant or for collecting, reporting, withholding or remitting any taxes arising from any transactions.

- 8.5. NOWPayments may change the transaction fee rates, range of such rates or payment procedure at any time. When applicable, NOWPayments may give the Merchant advance notice of the remuneration rates or payment procedure changes (but it is NOWPayments' right, not an obligation). If the Merchant doesn't agree with the remuneration rates or payment procedure changes, the Merchant shall not use our Services.
- 8.6. All fees and remuneration paid to NOWPayments for the use of the Services are non-refundable.
- 8.7. NOWPayments attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without Merchants necessarily being aware of these changes.
- 8.8. Our Service is available only in connection with those currencies that NOWPayments or Third Parties supports and this may change from time to time.

## 9. MERCHANT RESPONSIBILITIES

- 9.1. By accessing or using the Services, You represent and warrant that You are eligible to do so.
- 9.2. In order to use the Services, You are required to create an account. In order to complete the registration, please provide us with an e-mail address and your crypto wallet. You are responsible for providing accurate and up-to-date information during the registration process and for maintaining the confidentiality of your account credentials.
- 9.3. You agree to comply with all applicable laws and regulations related to crypto custody, including but not limited to anti-money laundering (AML) and know your customer or know your business (KYC/KYB) requirements.
- 9.4. You are responsible for implementing appropriate security measures within your organization to protect your access to the Services, including safeguarding login credentials and adhering to any recommended security protocols provided by the Company. As a user, You are prohibited from sharing your account access or API key with anyone.
- 9.5. You are responsible for providing accurate and valid instructions regarding the management and transfer of your digital assets stored within the Services.

## 10. REGISTRATION AND INTEGRATION

- 10.1. In order to use our Service as a Merchant, You must register an account on the Website.
- 10.2. Our Services are not directed to children. Access to and use of our Services is only for those over the age of 18 and who has full legal capacity. If You are younger than this or do not have full legal capacity, You shall not use our Services. Any person who acts as a Merchant or provides his/her personal information to us while using our Services represents and warrants that he/she is 18 years of age or older. If You are entering into these Terms on behalf of an entity, such as your employer or the company You work for, You represent that You have the legal authority to bind, and do hereby bind, that entity to these Terms.
- 10.3. When You register your account, You shall provide us with accurate and complete registration information and specify your cryptocurrency wallet being used to receive remuneration for your goods/products or services in cryptocurrency. In order to register and further use an account, You must also generate an API key that will be used to identify your registered account.
- 10.4. You are responsible for the security of your passwords and for any use of your account on the Website. If You become aware of any unauthorized use of your password or of your account, You agree to notify NOWPayments immediately. We will not be responsible or liable for any damages, liability or losses caused by any unauthorized use of your account. You may not allow any third party to engage in account sharing. You may not allow any third party to buy or sell your account.
- 10.5. During registration of account and any other time at request You agree to provide us with the information for purposes of ongoing due diligence, identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep record of such information in accordance with our AML/ KYC Policy. You agree and warrant that no information You provide at any time will be false, inaccurate or misleading.
- 10.6. Your integration with NOWPayments shall be available through the Website, API or other means. You can find the full list of available integration schemes here. You can also contact us at [support@nowpayments.io](mailto:support@nowpayments.io) to get assistance with the integration process.

10.7. In order to use Service, You shall have your cryptocurrency wallet, accessible for You only. After determination of currency of payment and payable amount, Third party service provider shall generate the deposit address for such specific transaction. The transfer of funds from the cryptocurrency wallet to the generated deposit shall be made solely by the Client, so that neither NOWPayments nor Third Party service provider shall not be responsible for such transfer and shall not guarantee that the Client will complete such transaction.

## 11. RESTRICTIONS ON USE OF THE SERVICES

11.1. You agree that You are responsible for your own conduct while accessing or using Services and for any consequences thereof. You agree to use Services only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, You may not allow any third party to:

- 11.1.1. send, upload, distribute or disseminate or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- 11.1.2. distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- 11.1.3. upload, post, transmit or otherwise make available through Service any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless You are the owner of such rights or have the permission of the owner to post such content;
- 11.1.4. use Services to violate the legal rights (such as rights of privacy and publicity) of others, including your customers, or send through Services any content, which is unauthorized or unsolicited advertising, junk or bulk e-mail;
- 11.1.5. carry on any unlawful businesses and activities such as, for example: (i) creation, sale or distribution of sites offering services such as prostitution, escorts; (ii) fraudulent business, sale of counterfeit or stolen items or the sale of goods or service that are illegally imported or exported; (iii) sale of narcotics, illegal substances or controlled substances, any equipment for making or using such drugs; (iv) pyramid

schemes, high risk investments schemes and other business that we determine in our sole discretion to be unfair, deceptive or predatory towards consumers; (v) any business that we believe poses elevated financial risk, illegal liability, or violates the law of sender or recipient of payment;

- 11.1.6. modify, adapt or reverse engineer any portion of Website or any software used for providing Services;
- 11.1.7. remove any copyright, trademark or other proprietary rights notices contained in or on Website or any content posted thereon;
- 11.1.8. display any content through Services that contains any hate-related or violent information or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;
- 11.1.9. use any robot, spider, site search/retrieval application, or other device to collect information about its customers for any unauthorized purposes;
- 11.1.10. access or use Services for the purpose of bringing an intellectual property infringement claim against NOWPayments or for the purpose of interfering with the proper functioning of Services or creating a product or service competitive with the Services;
- 11.1.11. use Services in ways not specified in these Terms.

11.2. If the Merchant violates these Terms NOWPayments has the right (though not the obligation) to, in NOWPayment's sole discretion (without the Merchant's consent or notice), block, terminate or deny access to and use of Services to any Merchant. NOWPayments shall not give reasons for its actions.

## 12. PROHIBITED JURISDICTIONS

- 12.1. Before using our Services, please ensure that cryptocurrency usage is not prohibited in your country. It is your responsibility to check your eligibility for using our service.
- 12.2. Some third-party service providers may have country-specific restrictions. Refer to our Third Party Service Provider Terms of Use or website for the list of available countries.

12.3. Use of the Services is void where prohibited by the applicable law and the laws of the relevant jurisdictions.

12.4. NOWPayments maintains the right to select its markets and jurisdictions to operate in and may restrict or deny its Services to certain countries.

12.5. NOWPayments also maintains the right to use various methods to prevent the use of the Services by the Merchants listed above. You shall comply with this Section 12, even if NOWPayments' methods to prevent use of the Services are not effective or can be bypassed.

### 13. INTELLECTUAL PROPRIETARY RIGHTS

13.1. You acknowledge and agree that NOWPayments own all legal right, title and interest in and to the Website and any software used for rendering Services. The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, organization, compilation of the content, code, data, and all other elements of the Services are protected by international copyright laws, and trademark laws, international treaties, and all other relevant intellectual property and proprietary rights, and other applicable laws.

13.2. Furthermore, all trademarks, and trade names contained in the Services are proprietary to NOWPayments and may not be used without permission in connection with any third-party products or services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website or the Services.

13.3. Except as expressly set forth herein, your use of the Services does not grant to You ownership of or any other rights with respect to any content, code, data, software or other materials that You may access on or through the Services. NOWPayments reserves all rights to the Services not expressly granted herein.

### 14. THIRD PARTY SERVICES.

14.1. The Services may incorporate, or may provide access to, applications, services, products, or software developed or hosted by a third party (the "Third Party Services"). You agree that it is impossible for NOWPayments to monitor Third Party Services and that You access them at your own risk.

14.2. If You use any Third Party Services, You understand that:



- 14.2.1. Third Party Services are not controlled by NOWPayments, and NOWPayments shall not be responsible or liable to anyone for Third Party Services;
- 14.2.2. Your use of Third Party Services is solely between You and the respective third party (the “Third Party”) and will be governed by the Third Party’s terms and policies. It is your responsibility to review the Third Party’s terms and policies before using a Third Party Services;
- 14.2.3. Some Third Party Services may request or require access to your (your customers’) data. If You grant access, your data will be handled in accordance with the Third Party’s privacy policy and practices. NOWPayments does not have control over how a Third Party Services may use your or your customers’ data. Do not share any credential, private key, or other sensitive information with any Third Party without validating their legitimacy;
- 14.2.4. Third Party Services may not work appropriately with your website or software, and NOWPayments may not be able to provide support for issues caused by any Third Party Services. If You have questions or concerns about how a Third Party Service operates, or need support, please contact the Third Party directly.
- 14.2.5. NOWPayments and any third-party service providers are not responsible or liable for any loss or damage arising from the Merchant's provision of incorrect, incomplete, or outdated wallet details or other payment transaction information. It is the Merchant's sole responsibility to ensure the accuracy and completeness of all details, including wallet details and payment transaction information, at the time of submission. Merchant agrees to carefully enter all required details and understands that any errors or omissions may result in irreversible loss of funds or other transaction failures. NOWPayments and third-party service providers are not obligated to verify the correctness or completeness of the details provided by Merchant. Merchant assumes all risks associated with the provision of incorrect or incomplete details for transactions, and in no event shall NOWPayments or any third-party service providers be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from such errors or omissions. This limitation of

liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or the Merchant's use of NOWPayments services or those of any third-party service providers.

14.3. In some cases, NOWPayments may at its discretion suspend, disable, or remove Third Party Services.

14.4. NOWPayments disclaims any responsibility for any harm resulting from your use of websites, webpages, software, services and content of the Third Party.

## 15. TERM AND TERMINATION

15.1. These Terms shall enter into force for the Merchant since the first use of the Services or register the account on the Website and shall be in force for an indefinite period of time.

15.2. You agree that NOWPayments, in its sole discretion and for any or no reason, may at any time terminate these Terms and your account for the Services with immediate effect. You agree that any termination of your access to the Services may be without prior notice, and You agree that NOWPayments will not be liable to You or any third party for such termination. NOWPayments shall not give reasons for its actions. NOWPayments will have no obligation to provide a refund of any amounts previously paid by You.

15.3. Upon termination of the Services, your right to use such Services will automatically terminate immediately. NOWPayments will not have any liability whatsoever to You for any suspension or termination.

15.4. All provisions of the Terms, which by their nature should survive termination of Services, will do so.

## 16. INDEMNIFICATION

16.1. You agree to hold harmless and indemnify NOWPayments, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors, from and against any third party claim arising from or in any way related to:

16.1.1. Your use of the Services;

16.1.2. your breach of these Terms;

16.1.3. your violation of applicable laws, rules or regulations in connection with the Services;

16.1.4. your goods, products and services, including any liability or expense arising from any claims, losses, damages (actual and consequential), suits, judgments, litigation costs of every kind and nature.

16.2. In case of third party claim, NOWPayments will provide You:

16.2.1. with written notice of such claim, suit or action;

16.2.2. the opportunity to control the defense and/or settlement of such claim, suit or action;

16.2.3. reasonable assistance in such defense or settlement, upon reasonable request and at your expense.

16.3. The Merchant is entirely responsible for its goods, products and services. NOWPayments is not involved in relationships with the Merchant with any of its Customers. The Merchant is responsible for fulfilling all representations or warranties the Merchant makes to its customers in connection with its goods, products and services.

16.4. The Merchant is responsible for its Client and their activities.

16.5. The Merchant shall be solely liable for quality, safety, legality of any products/goods or services that may be provided using the Service. For example, if the sale of products/goods or provision of services requires any government registration or license, the Merchant shall be solely responsible for such registration or license.

16.6. The Merchant shall be solely responsible for obtaining any information required of those who purchase products/goods or services. For example, if applicable law prohibits a sale to persons under 18 years, the Merchant must ensure that a customer is at least 18 years old or if applicable law requires that a customer's identity shall be verified, You must verify the customer's identity by yourself.

## 17. EXCLUSION OF WARRANTIES

17.1. Nothing in these terms shall exclude or limit NOWPayments' warranties or liabilities for losses which may not be lawfully excluded or limited by applicable law.

17.2. You expressly understand and agree that your use of the services 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. To the fullest extent permissible pursuant to applicable law, NOWPayments makes no express warranties and disclaims all implied warranties regarding the services, including implied warranties of

merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, and reliability.

17.3. Without limiting the generality of the foregoing, NOWPayments does not represent or warrant to You that:

17.3.1. Your use of the services will meet your requirements.

17.3.2. Your use of the services will be uninterrupted, timely, secure, or free from error.

17.3.3. Usage data provided through the services will be accurate.

17.3.4. The services or any content, services, or features made available on or through the services are free of viruses or other harmful components.

17.4. NOWPayments is not liable, and You agree not to seek to hold NOWPayments liable, for the conduct of third parties on or accessed via the services, including operators of third-party services and other users of the services, and that the risk of injury from such third parties rests entirely with You.

17.5. NOWPayments will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

## 18. LIMITATION OF LIABILITY

18.1. 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, regardless of the cause 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.

## 19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1. The Terms and any action related thereto will be governed and interpreted by the laws of Republic of Seychelles, without giving effect to any principles that provide for the application of the law of another jurisdiction.

19.2. If any dispute, controversy or claim of whatever nature arises under, out of or in connection with these Terms, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with these Terms (the “Dispute”), the Merchant and NOWPayments shall use all reasonable endeavors to resolve the matter amicably. Where a Dispute arises, one party shall give the other party notice that a Dispute has arisen. Neither the Merchant nor NOWPayments shall resort to court until thirty (30) calendar days after the date of sending of such notice. All Disputes, which are unresolved as agreed above, shall be settled by the competent court of the jurisdiction where NOWPayments is domiciled. The resolution shall be final for either the Merchant or NOWPayments.

## 20. PERSONAL DATA

20.1. By accepting these Terms, You expressly consent to NOWPayments processing and exporting your personal data outside of the jurisdiction in which You reside or are located. NOWPayments takes all necessary and adequate organizational and technical measures to protect the Merchants’ personal data..

20.2. The Merchant is obliged to determine the personal data legislation applicable to each Customer and comply with its requirements for each individual customer separately. In cases and in the manner stipulated by the personal data legislation the Merchant shall obtain the voluntary consent of its customers or has any other legal basis (legal ground) to collect, store and process customers’ personal data (including by NOWPayments) for the purposes, including but not limited to, of using the Services, the execution of these Terms and resolving claims arising from these Terms. The Merchant acts as a representative of NOWPayments in relation to the Merchant’s Customers regarding the use of personal data, and also bears full responsibility to its customers for the protection of their personal data. The Merchant is obliged to inform and in a cases stipulated by the personal data legislation obtain the consent of the Merchant’s Customers for the transfer of their personal data to NOWPayments and bring to the Merchant’s customers all required information in accordance with the personal data legislation, about NOWPayments as the person to whom the personal data of the Merchant’s customers are transmitted. The Merchant undertakes to take and ensure that it has taken all

necessary and adequate organizational and technical measures to protect the personal data of the Merchant's Customers. In the event that the Merchant violates any personal data legislation and causes losses to NOWPayments as a result of such violation, the Merchant shall indemnify NOWPayments for all losses.

20.3. We will retain your information only for as long as necessary to fulfill the objectives outlined in this policy. We will also limit retention to what is essential for meeting legal obligations, resolving disputes, and enforcing agreements.

20.4. If You request that your personal data be deleted, we will fulfill the request within two weeks by deleting personal data to the extent allowed by applicable laws and regulations. Please note that some data may be retained for legal, regulatory, or technical purposes.

## 21. TAXES

21.1. You acknowledge and agree that You are solely responsible for determining and fulfilling any tax obligations associated with your use of our services. This includes, but is not limited to, any applicable sales taxes, value-added taxes (VAT), or other similar taxes imposed by relevant jurisdictions.

21.2. We do not provide tax advice, and any information or materials provided by us should not be considered as such. We recommend consulting with a qualified tax professional to obtain specific advice tailored to your individual circumstances.

21.3. You agree to indemnify and hold us harmless from any claims, liabilities, penalties, fines, or other expenses arising out of your failure to comply with applicable tax laws and regulations.

21.4. Tax laws and regulations may change over time, and it is your responsibility to stay informed about any updates or amendments that may impact your tax obligations related to our services.

21.5. We shall not be held liable for any consequences, damages, or losses resulting from your failure to comply with tax laws or fulfill your tax obligations. You agree to release and discharge us from any such claims or liabilities.

## 22. MISCELLANEOUS

22.1. You consent to receive communications from NOWPayments in electronic form, including communications made via the Website, Services, or sent via email.

- 22.2. You agree and consent to receive electronically (including email, SMS) and view through the Services the advertisement, promotional, service, and information notifications.
- 22.3. Your rights and obligations hereunder may not be assigned, subcontracted, delegated, or otherwise transferred by You without NOWPayments' prior written consent. NOWPayments may assign its rights and obligations under these Terms to third parties without the consent of the Merchant.
- 22.4. NOWPayments has the right to involve third parties for the fulfillment of its obligations.
- 22.5. Nothing in these Terms shall be construed as creating a joint venture, an agency relationship, or a legal partnership between NOWPayments and the Merchant.
- 22.6. If any provision of these Terms is invalidated, it does not affect the validity or applicability of the remaining provisions of these Terms.
- 22.7. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 22.8. Appeals, proposals and claims of individuals and legal entities to NOWPayments related to the operation of the Services, violations of the rights and interests of third parties, requirements of the legislation, as well as for requests of persons authorized by the legislation may be sent to the email address: [support@nowpayments.io](mailto:support@nowpayments.io).
- 22.9. These Terms are the final, complete and exclusive agreement of the Merchant and NOWPayments with respect to the subject matter hereof and supersedes and merges all prior discussions between the Merchant and NOWPayments with respect to such subject matter.