

## **Terms and Conditions**

These Terms and Conditions (referred to as "Terms," "Agreement," or "Terms and Conditions") constitute a digital agreement between BlocPay Ltd, a legally incorporated entity under the laws of Poland with registration number 1099901, (referred to as "we," "us," "BlocPay," or "Company") and you, the user or customer of our website and services (referred to as "you," "your," or "User").

By using this website, platform, and any embedded services or content, you agree to the terms set forth in this Agreement and to the collection, processing, and storage of your personal data as outlined in our Privacy Policy.

We reserve the right to unilaterally modify, update, or change any provisions of these Terms and Conditions, including as a result of legal and regulatory changes, security reasons, or changes to our services. We may change the content of this Agreement without notice to you, but your continued use of our services after any changes are made will be considered acceptance of the amended Terms and Conditions.

If you have any questions about using our website or services, please contact our Support Team by submitting a request form at <http://blocpay.io/en/Contact> or by emailing [general@blocpay.io](mailto:general@blocpay.io).

### **PROVISION OF SERVICES**

BlocPay offers an Exchange service that allows for the trading of virtual currencies against fiat currencies and vice versa. The Client acknowledges and agrees that trading cryptocurrencies come with inherent risks and that BlocPay cannot be held responsible for any losses incurred by the Client while trading with BlocPay. Please note that BlocPay does not provide investment advice or consultancy services.

### **ELIGIBILITY**

Prior to using the Website(s), all Users are strongly advised to review the Terms and Conditions and check the relevant box to indicate their understanding and agreement to the policies contained herein. By ticking the box to accept these Terms and Conditions, the User is deemed to have read and understood the Agreement in its entirety.

By creating a BlocPay Account, you represent and warrant that:

You are at least 18 years of age;  
We abide by the laws of Poland;

Your use of the Services does not violate applicable laws or regulations in your country of residence or any laws of Poland;

You have not been previously banned or suspended from using our Services;

You do not own any other account at BlocPay. The Platform expressly prohibits the use of multiple accounts assigned to a single user;

All information you provide to us is true, complete, accurate and current;

You are not a resident, citizen, and/or passport holder of any prohibited territories listed in these Terms;

If you are entering into these Terms on behalf of a legal entity, you represent and warrant that you have all the necessary rights and authorizations to act on behalf of the said legal entity.

## **PROHIBITED COUNTRIES**

To comply with international anti-money laundering (AML) regulations, BlocPay is currently unable to provide its services to residents and companies from certain countries. The list of prohibited jurisdictions is subject to change, and BlocPay reserves the right to update it at its sole discretion. The current list of prohibited countries includes

Afghanistan, Albania, Algeria, American Samoa, Bahamas, Bahrain, Barbados, Belarus, Belize, Bolivia, Bosnia, Herzegovina, Botswana, British Virgin Islands, Burundi, Cambodia, Cayman Islands, Central African Republic, China, Congo, the Democratic Republic, Crimea, Cuba, Ecuador, Egypt, Eritrea, Ethiopia, Fiji, Gaza Strip, Ghana, Guam, Guinea, Bissau, Guyana, Haiti, Iceland, Iran, Iraq, Jamaica, Kosovo, Kuwait, Lao People's Democratic Republic, Laos, Lebanon, Liberia, Libya, Maldives, Mali, Marshall Islands, Mauritius, Mongolia, Myanmar, Nepal, Nicaragua, Nigeria, North Korea, Oman, Pakistan, Palau, Palestine, Panama, Puerto Rico, Qatar, Republic of Guinea, Russia, Samoa, Saudi Arabia, Seychelles, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Trinidad & Tobago, Uganda, United Kingdom, United States, United States Virgin Islands, Vanuatu, Venezuela, Western Sahara, Yemen, and Zimbabwe.

## **USAGE PROHIBITANCE**

The following activities are prohibited and constitute a violation of the BlocPay Terms of Service:

Defrauding BlocPay, its users, or anyone else, or providing false or misleading information to BlocPay.

Interfering with another user's access to or use of any BlocPay services, or violating their legal rights.

Attempting to gain unauthorized access to the website or other users' accounts or computer systems, or engaging in any other illicit activities.

Violating any laws, regulations, or ordinances, or engaging in actions that may be offensive to public order and morals.

Inciting or encouraging hate, racial intolerance, or violent acts against others.

Registering more than one account or registering an account on behalf of a third party, or transferring or selling your account or username to a third party.

Using the services to transmit, distribute, publish, or provide any information about another user or person without their permission.

Failing to provide the information required under applicable laws to BlocPay.

Being subject to the Law on Prevention of Laundering of Proceeds Derived from Criminal Activities and Terrorist Financing and not complying with the legislation governing the area of anti-money laundering and terrorist financing prevention.

Engaging in any other activities that may be specified within BlocPay's internal AML policies.

BlocPay reserves the right to take appropriate action, including account suspension or termination, if it determines that a user has violated any of these prohibitions.

## **SERVICE DESCRIPTION**

As a user of our services, you are required to provide us with certain information and documents to comply with regulatory obligations related to anti-money laundering (AML) and know-your-customer (KYC) rules. This includes completing a customer questionnaire and submitting additional information as requested by BlocPay, such as a passport or photographic identity document, and proof of address document. If you are representing a corporate client, you may also be asked to provide documents confirming the registration and current status of the company, shareholding structure, and your authorization to represent the company.

By providing us with this information, you authorize BlocPay to use it to perform necessary due diligence checks as required by local and international regulations. Your data may also be submitted to third parties for verification purposes. Additionally, we reserve the right to request further explanations and/or documents throughout the ongoing business relationship monitoring.

Please note that submitting this data does not guarantee the establishment of a relationship or provision of services by BlocPay. You also acknowledge that your

personal information may be disclosed to third parties, such as financial institutions or law enforcement, upon relevant official request.

## **EXCHANGE PROCESS DESCRIPTION**

The process for depositing funds and exchanging currencies on BlocPay is as follows:

A registered and verified user should log in to their profile on the platform.

The user should then proceed to the "Buy" or "Sell" section and indicate the fiat currency amount they wish to exchange for cryptocurrency.

There are two payment options available for the user's convenience. The user can either make a direct transfer of fiat/cryptocurrency to the bank details/wallet address of BlocPay Ltd or use the credit/debit card payment option through the platform's protected gateway.

If the user selects the credit card payment option, the exchange settlement will appear within 15-30 minutes of receiving the fiat transfer. The usual time required for SEPA reception is 1-3 business days.

The user is responsible for paying any commissions and service fees associated with the transfer of funds and must assume any risks associated with submitting incorrect payment details.

BlocPay reserves the right to set and vary maximum and minimum limits for deposits and withdrawals of funds at its discretion. Users will not receive prior notifications regarding such changes and BlocPay will not be liable for any inconvenience caused.

## **ACKNOWLEDGMENT OF RISKS**

By utilizing BlocPay 's services, the Client acknowledges the following:

Cryptocurrencies entail significant risks, and you must thoroughly evaluate whether buying cryptocurrency is suitable for your circumstances.

If your Buy/Sell order execution or related transaction is cancelled, BlocPay may withhold all commission costs for electronic money transfer, exchange costs, or other fees from the amount received from the Client.

When using the Service, you are fully responsible for your wallet's security. You should take the necessary steps to secure your private keys when using an external wallet and protect it from unauthorized access.

BlocPay is not liable for any losses, damages, or claims arising from corrupted wallets, mistyped wallet addresses, viruses, or third-party attacks.

BlocPay may halt the sale of electronic currencies until a Client submits their identity documents.

BlocPay calculates the amount of cryptocurrency or fiat to be paid out at the fixed rate at the time of Client fund receipt. The rates and amounts displayed on the website when you create your Buy/Sell order are indicative and are subject to change. Final amounts will be shown in the Invoice and Dashboard once the order is completed.

## **SERVICE COSTS**

The client acknowledges that availing any services under these terms and conditions will incur various costs, including but not limited to processing fees, service fees, and network fees. Relevant fees for any exchange services provided under the scope of these terms will be displayed during the creation of the buy/sell order. If the client does not agree with the applied fees, they can cancel the order anytime. The client agrees to pay all relevant fees published in these T&Cs or agreed upon in writing between the client and BlocPay. The client acknowledges that some fees, including network fees, are dynamic and subject to change from transaction to transaction.

The service BlocPay has a few crypto vouchers ( It's the most popular amount in our services for purchasing cryptocurrencies ) 150, 200, 300, 500, and 2000 euros.

\*The minimum purchase is equivalent to 20 euros, and the maximum amount is 5000 euros.

VISA/MasterCard

- Processing fee: 8%
- Network fee: 0.00075 BTC / 25 USDT ERC20 / 25 USDT TRC20 / 10% TRX / 16% LTC / 0.04 XRP / 2 ADA / 0.5 DASH

## **CANCELATION AND REFUND POLICY**

Regarding cancellation of the order and refund policy, the payment operation is deemed authorized only after the client provides their consent, which can be confirmed through electronic signature, password, or descriptor provided to the client. The confirmed consent through any of these methods holds the same legal power as a paper document and can be used as evidence when settling disputes. The client does not have the right to challenge the payment operation performed by the company if it has been confirmed by a consent submitted by the defined methods.

The client agrees that BlocPay, while executing the payment operation, may transfer personal data of the client to persons directly related to the execution of such payment

operation, including international payment card organizations and other banks/companies involved in the execution of the payment service.

If the client decides to return the cryptocurrency purchased from BlocPay, they may contact BlocPay via email to request a refund. BlocPay may buy back the cryptocurrency from the client, at its sole discretion, based on the current market rate minus the service fee payable for the transaction. The refund policy applies only to the funds sent by the customer to BlocPay in accordance with the placed order at the platform, and any third-party cryptocurrency purchases made at exchange platforms other than BlocPay will not be refunded. The client must provide all necessary documents requested by BlocPay, such as identification documents, to process the refund request.

### **LIMITATION OF THE LOSS**

BlocPay does not offer brokerage or investment advisory services and disclaims any liability for various types of losses or damages that may arise from the use of its services or related to the Terms. These include losses resulting from errors in providing crypto wallet addresses, technical failures or errors by third-party technology providers, loss of profits or anticipated gains, circumstances beyond the company's control, and any loss or damage that is not a direct result of the company's breach of the Terms. The company also limits its liability to the extent of the loss or damage caused directly by its breach of the Terms and disclaims liability for any excess loss or damage.

### **WEBSITE USAGE**

The Blocpay website may include references and links to other websites and resources. Such links do not indicate an endorsement by BlocPay of any third-party resources or their content. The presence of links does not imply any affiliation or association between BlocPay and third parties, nor does it imply that BlocPay is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed on or accessible through a link, or that any linked websites are authorized to use any trademark, trade name, logo or copyright symbol of BlocPay. Any concerns about a linked website should be directed to the website administrator or webmaster of that website. BlocPay does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through any linked website, and expressly disclaims any such representation or endorsement. You acknowledge that reliance on any opinion, advice, or information displayed on or otherwise available through any linked website is solely at your own risk.

By using this website, you acknowledge and agree that its content is the intellectual property of BlocPay and is protected by laws governing property rights, intellectual property rights, and copyrights. The unauthorized use of this content is strictly prohibited and unlawful.

### **THIRD-PARTY SERVICE PROVIDERS USEAGE**

By utilizing the services provided by BlocPay, the Client agrees to the following terms in regards to third-party service providers or systems that BlocPay may use throughout its various operations:

BlocPay employs third-party services, and the affiliates of such third parties, to facilitate monetary deposits and exchange transactions.

You are under no legal obligation to provide the Partner and/or Third Party Service Provider with any Personal Information. However, by choosing to provide Personal Information, you acknowledge and agree that you are doing so of your own free will, for the purpose of receiving the Services.

In order to render the Services, BlocPay may share and transfer (including cross-border transfer) Personal Information with the Third Party Service Provider. This Personal Information will be shared with the Third Party Service Provider only after you have elected to execute such monetary payments by using the Services of the Third Party Service Provider. For the purpose of this section, Personal Information includes any information that identifies or may identify you, such as the information submitted by you through the registration form when subscribing to the website (including your email address, country, and city) or any other identifying information provided by you while using our website or social media.

By accepting these Terms, you represent and warrant that all information you provide to us is true and accurate. Any false or fraudulent information and/or use of the services rendered to you is strictly prohibited.

In addition, we may transfer any Non-Personal Information provided by you through your use of the services on our website to the Third Party Service Provider in order to allow the Third Party Service Provider to perform preliminary examinations of Non-personal Information for the purpose of determining if you are qualified to use the services of such Third Party Service Provider (including the history of your transactions

on the website which will be provided without any identifying information and solely for the purpose of performing the preliminary examinations).

## **FORCE MAJEURE**

In the event of force majeure circumstances, BlocPay cannot be held liable for inadequate performance of its obligations to the client, and will not reimburse damages resulting from such circumstances. Force majeure circumstances include, but are not limited to, failures, equipment shutdowns, power supply failures, acts of God, natural and industrial accidents, acts of terrorism, military operations, civil disorders, acceptance by public authorities, acceptance of laws containing prohibitions or restrictions concerning the activities of BlocPay related payment system by public authorities, local governments, or administrations of payment systems, and other circumstances that cannot be reasonably foreseen or prevented in advance, and that prevent the provision of BlocPay 's services.

## **PRIVACY**

Please refer to our Privacy Policy for information regarding privacy.

## **CONTACTS**

If you have any questions regarding these Terms and Conditions, your rights and obligations under these Terms, or your use of the Services, please contact us at [general@blocpay.io](mailto:general@blocpay.io).