



SOL HEAVEN BANK - Financial Services Platform

The SOL HEAVEN Platform is provided to you under a license agreement with:

GlobiancePay CO
International Banking License
No. L15775/GPC
Anjouan, Comoros

GlobiancePay CO (Trading as *GlobiancePay*)

TERMS OF USE

31 December 2024



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1. **Terms of Use**

Please read the Terms, Disclosures, Privacy Policy, and any other terms referred to herein carefully.

- 1.1 These Terms of Use (hereinafter referred to as the “*Terms*”) govern your access and use of the Services provided by SOL HEAVEN BANK and its related companies and affiliates (hereinafter referred to as “*GlobiancePay*”, “*our*,” “*we*,” and/or “*us*” respectively).
- 1.2 Our Services include the following:
 - i. The content on our website located at <https://bank.solheaven.com/> (hereinafter referred to as the “*Website*”) and/or any other websites, pages, features, and/or content we own or operate (collectively referred to as the “*Sites*”), or when you use our mobile application(s);
 - ii. Any application program interface (“*API*”) made available by GlobiancePay to you as a service or third-party applications relying on such an API (“*GlobiancePay APIs*”);
 - iii. The Platform which provides Digital Asset trading services (“*Trading Services*”); and
 - iv. Any other services that GlobiancePay may make available and/or provide from time to time (collectively referred to as the “*Services*”).
- 1.3 The Terms below are important to you because:
 - i. They outline your legal rights;
 - ii. They explain the rights you give to use when you use our Services;
 - iii. They describe the rules you must following when using our Services; and
 - iv. They contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration.
- 1.4 You agree that you have read, understand, and accept these Terms by creating an Account(s) with GlobiancePay, accessing our website, and/or GlobiancePay APIs.
- 1.5 If you do not agree with these Terms, do not access, or use the Services, Sites, or any other aspect of our business. Your use of our Services is unauthorized without the acceptance of these Terms.



1.6 Your use of our Services is subject to additional terms and conditions; these are incorporated into the following:

- i. Disclosures; and
- ii. Privacy Policy.

2. Binding Contract

2.1 These Terms form a binding contract between you and GlobiancePay.

2.2 *Please read these Terms carefully.*

2.3 You agree that you have read, understand, and accept these Terms by creating an Account(s) with GlobiancePay, accessing our website, or GlobiancePay APIs.

2.4 If you do not agree with these Terms, do not access, or use the Services, Sites, or any other aspect of our business. Your use of our Services is unauthorized without the acceptance of these Terms.

3. Market Making and Listing Services

3.1 You (Token Project) acknowledge that Your Project/Tokens will be listed in accordance with the set forth Rules.

3.2 Listing Fees – You acknowledge that the listing fee(s) should be paid in full before listing. Any breach of this covenant will result in delisting of the token and any fees paid are not refundable.

3.3 Listing Requirements:

- Minimum Balance – You acknowledge that Minimum Balance agreed by Parties as per the Listing Agreement must be kept at all times.
- Minimum Volume of Trades – You acknowledge that Minimum Volume of Trades agreed by Parties as per the Listing Agreement must be sustained.
- Maximum spread in the orderbook – You acknowledge that maximum spread agreed by Parties as per the Listing Agreement needs to be sustained.



- 3.4 Any breach of the Listing requirements or other Terms of Use will result in delisting of the token. We reserve the right to immediately revert any transaction effected in breach of the Terms of Use.
- 3.5 You hereby acknowledge and consent to our ability to take such delisting actions and liquidating your assets, including, without limitation, to cancel your outstanding Instruction(s) for delisted Digital Assets. You further agree that all outstanding fess /dues will be paid from the above balance. We reserve the right to liquidate immediately the tokens accepted as a fee during the listing process as per the Listing agreement.
- 3.6 From time to time and in our sole and absolute discretion, we may remove one (1) or more Digital Assets from the Platform, as such you will no longer be able to access such Digital Assets as part of the Trading Services and will be no longer able to maintain balances in such Digital Assets or make any deposits or withdrawal thereof, in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where we are required to do so by any applicable law or regulation, or any court or authority

to which we are subject in any jurisdictions.

- 3.7 You hereby acknowledge and consent to our ability to take such delisting actions, including, without limitation, to cancel your outstanding Instruction(s) for delisted Digital Assets and require you to remove delisted Digital Assets within a reasonable period of time, beyond which you will no longer be able to access the delisted Digital Assets.
- 3.8 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with these Terms.
- 3.9 You shall provide sufficient liquidity on both ends of each trading pair. The minimum value for each trading per shall be USD 10,000 but we reserve the right to increase the value as needed.



- 3.10 You shall ensure that your account has sufficient liquidity at all times, and shall fill up your account within 8 hours of each successful trades. You shall get 3 notices to fund your account when liquidity is insufficient. If you fail to provide sufficient funds within 24 hours from the first notice, all services will stop and trading for the token shall be on hold until funding has been made. GlobiancePay reserves the right to collect service fees, charges, penalties, and other fees for any delay in funding the account.
- 3.11 Any token that has been offline for more than 24 hours shall be delisted and permanently removed from the platform.
- 3.12 Listing a token, and getting market-making services does not guarantee any returns, or profits.
- 3.13 You understand and accept the risks associated with automated order systems including but not limited to loss of assets, and/or complete loss of assets provided for the liquidity.
- 3.14 GlobiancePay does not assume any risk, and will not provide any insurance for any loss related to listing of token or provision of market making services.
- 3.15 The market making services will run indefinitely until terminated via written notice sent to info@globiance.com. Termination will become effective within 30 days from receipt of such.
- 3.16 After the termination has become effective, the funds provided for liquidity will be held in custody for 180 days. If no liabilities or damages financial or reputational were suffered by GlobiancePay due to the project's actions, direct or indirect, defamation and or other circumstances, the funds will be released back to the project after the 180 days period has ended.
- 3.17 Clients of the listing and market making services agree to a non-disclosure agreement attached as Appendix A.



- 3.18 Notwithstanding the clauses in the NDA and GlobiancePay's right to exercise other legal remedies available, GlobiancePay reserves the right to immediately stop provision of services to the client without refund, and to keep the assets provided for liquidity in the event that the Client harasses, disparages, defames, or otherwise cause damage to GlobiancePay's reputation.

4. Trading Risks

4.1 Forks

- 4.1.1 It is possible that planned, unplanned, sudden, scheduled, expected, unexpected, publicized, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets may occur from time to time in such a way as to result in the creation of one or more related versions of an existing Digital Asset (each instance of any such change is referred to as a "*Fork*").
- 4.1.2 Forks may result in multiple versions of a Digital Asset and could lead to the dominance of one (1) or more such versions of a Digital Asset (each being a "*Dominant Digital Asset*") and the partial and/or total abandonment or loss of value of any other versions of such Digital Asset (each being a "*Non-Dominant Digital Asset*").
- 4.1.3 We are under no obligation to support a Fork of a Digital Asset that you hold in your Account(s), whether or not any resulting version of such Forked Digital Asset is a Dominant Digital Asset and/or a Non-Dominant Digital Asset.
- 4.1.4 If we elect, at our sole and absolute discretion, to support a Fork of a Digital Asset, we will make a public announcement in this regard throughout our Sites.



- 4.1.5 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from and/or in connection with any of the Indemnified Persons':
- i. Decision(s) to support such Fork or the timing of implementation of such support, or
 - ii. Decision(s) to not support a Fork of any given Digital Asset, including the determination to support, continue to support, or cease to support any Dominant Digital Asset or Non- Dominant Digital Asset.



4.2 Airdrops

- 4.2.1 We shall have sole and absolute discretion to decide whether or not to support any distributions, dividends, or “airdrops” of Digital Assets to Account(s) operated by us (collectively hereinafter referred to as “*Airdrops*”), regardless of whether or not you would have received such Airdrops if you held your Digital Assets outside of the Account(s) operated by us.
- 4.2.2 We have no obligation to distribute and/or support any Airdrop and shall bear no liability to you or any other persons for failing to do so.

4.3 Disclosure

- 4.3.1 You acknowledge and accept the following risks related to the use of the platform and/or our service(s):
- i. The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;
 - ii. The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
 - iii. Digital Assets are not legal tender, and are not backed by government;
 - iv. Legislative and regulatory changes and/or actions at the national or international level may adversely affect the use, transfer, trade, and value of Digital Assets;
 - v. Digital Asset blockchains may Fork, and we may not support the Forked Digital Asset promptly or at all;
 - vi. Transactions in Digital Assets are irreversible, and accordingly, losses due to fraudulent or accidental Transactions cannot be recovered;
 - vii. Some transactions in Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date and/or time that you or any other user initiates and/or completes the Transactions on the Platform;
 - viii. The value of Digital Assets may be derived from or influenced by the continued willingness of market participants to trade fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
 - ix. The nature of Digital Assets may lead to an increased risk of fraud or



cyberattack and may mean that technological difficulties experienced by GlobiancePay may prevent access to, or use of, your Digital Assets;

- x. GlobiancePay may experience sophisticated cyberattacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Services;
- xi. GlobiancePay having Digital Assets on deposit or with any third-party in a custodial relationship has attendant risks, which include security breaches, risk of contractual breach, and risk of loss; and
- xii. Digital Assets blockchains may become congested or become non-operational due to attacks, bugs, hard forks, or other unforeseeable reasons.



4.3.2 GlobiancePay does not provide any financial, investment, business, accounting, tax, legal, or other advice to you.

4.3.3 All Transactions are executed automatically, based on your Instruction(s), and you are solely responsible for determining whether any investment, investment strategy, or Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

4.4 Digital Asset Listing and Delisting

4.4.1 You (Token Project) acknowledge that Your Project/Tokens will be listed in accordance with the set forth Rules.

4.4.2 Listing Fees – You acknowledge that the listing fee(s) should be paid in full before listing. Any breach of this covenant will result in delisting of the token and any fees paid are not refundable.

4.4.3 Listing Requirements:

- i. Minimum Balance – You acknowledge that Minimum Balance agreed by Parties as per the Listing Agreement must be kept at all times.
- ii. Minimum Volume of Trades – You acknowledge that Minimum Volume of Trades agreed by Parties as per the Listing Agreement must be sustained
- iii. Maximum spread in the orderbook – You acknowledge that maximum spread agreed by Parties as per the Listing Agreement needs to be sustained.

4.4.4 Any breach of the Listing requirements or other Terms of Use will result in delisting of the token. We reserve the right to immediately revert any transaction effected in breach of the Terms of Use.

4.4.5 You hereby acknowledge and consent to our ability to take such delisting actions and liquidating your assets to USDG, including, without limitation, to cancel your outstanding Instruction(s) for delisted Digital Assets. You further agree that all outstanding fees /dues will be paid from the above balance. We



reserve the right to liquidate immediately the tokens accepted as a fee during the listing process as per the Listing agreement.

4.4.6 From time to time and in our sole and absolute discretion, we may remove one (1) or more Digital Assets from the Platform, as such you will no longer be able to access such Digital Assets as part of the Trading Services and will be no longer able to maintain balances in such Digital Assets or make any deposits or withdrawal thereof, in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where we are required to do so by any applicable law or regulation, or any court or authority to which we are subject in any jurisdictions.

4.4.7 You hereby acknowledge and consent to our ability to take such delisting actions, including, without limitation, to cancel your outstanding Instruction(s) for delisted Digital Assets and require you to remove delisted Digital Assets within a reasonable period of time, beyond which you will no longer be able to access the delisted Digital Assets.

4.4.8 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with these Terms.

5. **Eligibility**

To be eligible to use the Services, you must satisfy the following:

5.1 Authorized User

5.1.1 You must be an individual, corporation, legal person, entity, and/or other organization with the full power, authority, and capacity to:

- i. Access and use our Services; and
- ii. Enter into, deliver, and perform your obligations under these Terms.



5.1.2 If you are an individual, you must be at least **eighteen (18) years old**.

5.2 Authorized Person

5.2.1 You are an Authorized Person if you are not a resident of a country listed in the List of Sanctioned Jurisdictions.

5.2.2 "*Authorized Person*" refers to any of the following persons:

- i. A citizen of a country NOT mentioned within the List of Sanctioned Jurisdictions;
- ii. A resident of a country NOT mentioned within the List of Sanctioned Jurisdictions;
- iii. A corporation, partnership, and/or entity organized or existing under the laws of a country NOT mentioned within the List of Sanctioned Jurisdictions;
- iv. An estate or trust of which any executor, administrator, and/or trustee is an Authorized Person;
- v. An agency or branch of a foreign entity located in a country NOT mentioned within the List of Sanctioned Jurisdictions.

5.2.3 "Sanctioned Jurisdictions" refers to the countries listed within the Sanctioned Country List on globiancepay.com.

5.3 Representations and Warranties

You agree that all of your representations and warranties, as set out in these Terms, are true, accurate, and complete.

5.4 Covenants

You agree that you have and will perform all of your covenants, agreements, obligations, and/or undertakings as set out within these Terms.

6. Use of the Services

6.1 Your GlobiancePay Account

Your account held with GlobiancePay (hereinafter referred to as your "**GlobiancePay Account**") encompasses the following basic GlobiancePay Services:



- i. One (1) or more hosted Digital Currency wallets which allow users to store selected, supported digital currencies, such as Bitcoin and/or Ethereum (hereinafter referred to as "Digital Currency"), and to track, transfer, and manage supported Digital Currencies (hereinafter referred to as the "Hosted Digital Currency Wallet"); and
- ii. Digital Currency conversion services through which users can exchange, buy, and sell supported Digital Currencies in transactions with GlobiancePay (hereinafter referred to as the "Conversion Services"); and a Digital Currency exchange platform (collectively referred to as the "GlobiancePay Services").

6.2 Other Services

GlobiancePay may make available other services from time to time, which shall be subject to such terms and conditions as may be established by GlobiancePay and published on the Sites.

6.3 Fees

6.3.1 By using the Services, you agree to pay all applicable fees.

6.3.2 GlobiancePay may adjust fees from time to time without warning to its Customers and at the sole and ultimate discretion of GlobiancePay.

6.4 Third-Party Payment Partners

6.4.1 We may use a third-party payment processor to process any payment(s) between you and GlobiancePay, including but not limited to payments in relation to your use of withdrawals and/or deposits and Digital Asset Transactions.

6.4.2 The name on your linked bank account(s) must match the name verified on your Account(s) in order to be authorized for various provided services.

7. **Account Creation**



7.1 Setup

7.1.1 Full use of our Services requires that you create an Account(s) by:

- i. Providing us with personal information such as your full legal name, email address (temporary, disposable, self-destructive and/or similar email addresses are prohibited), and related information as we may require and request;
- ii. Selecting and setting an appropriately strengthened password; and
- iii. Accepting these Terms.

7.1.2 GlobiancePay reserves sole and absolute discretion to accept or reject any application for any reason or for no reason whatsoever and/or limit the number of Account(s) that you may hold.

7.1.3 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable to you or any other person or entity for any direct and/or indirect losses (including the loss of profits, business, or opportunities), damages, and/or costs arising from our decision to reject your application to open an Account(s).

7.2 Identity Verification

7.2.1 GlobiancePay is registered and licensed to provide a virtual currency service. We are therefore obligated to identify and verify every user on our Platform.

7.2.2 You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, and/or any other financial crime and permit us to maintain and hold a record of such information for at least **eight (8) years**.

7.2.3 You will need to complete certain verification procedures before you are permitted to use the Services and/or access any Account(s); and Limits which apply to your use of the Account(s), or the Services may be altered as a result of information collected on an ongoing basis.



- 7.2.4 The information we request may include certain personal information, including, but not limited to, your full legal name, residential address, contact number, email address, date of birth, taxpayer identification number, government identification number and proof provided by the accepted government-issued identity documents.
- 7.2.5 In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit our keeping of record(s) of such information for the lifetime of your Account(s) plus **eight (8) years** beyond the termination of your Account(s).
- 7.2.6 You agree to keep us updated if and/or when any of the information you have provided to GlobiancePay changes.
- 7.2.7 You authorize GlobiancePay to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against any instances of potential fraud, money laundering, terrorist financing, or other financial crimes, and to take any action(s) we deem necessary and reasonable based on the results of such inquiries.
- 7.2.8 When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, and/or financial crime agencies and that these agencies may respond to our inquiries in full.
- 7.2.9 If there is reasonable doubt that any information provided by you is incorrect, untruthful, outdated, or incomplete, GlobiancePay shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate and/or suspend all or part of the Services provided to you.
- i. GlobiancePay shall also have the right, at its sole and absolute discretion, to terminate, suspend, or restrict your access to any Account(s) or Services should an issue arise with identity verification, including but not limited to circumstances in which GlobiancePay has requested additional verification information from you but has not yet received or processed that information.



- ii. Providing us with personal information such as your full legal name, email address (temporary, disposable, self-destructive and/or similar email addresses are prohibited), and related information as we may require and request;
 - iii. Selecting and setting an appropriately strengthened password; and
 - iv. Accepting these Terms.
- 7.2.10 GlobiancePay reserves sole and absolute discretion to accept or reject any application for any reason or for no reason whatsoever and/or limit the number of Account(s) that you may hold.
- 7.2.11 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable to you or any other person or entity for any direct and/or indirect losses (including the loss of profits, business, or opportunities), damages, and/or costs arising from our decision to reject your application to open an Account(s).
- 7.3 Identity Verification
- 7.3.1 GlobiancePay is registered and licensed to provide a virtual currency service. We are therefore obligated to identify and verify every user on our Platform.
- 7.3.2 You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, and/or any other financial crime and permit us to maintain and hold a record of such information for at least **eight (8) years**.
- 7.3.3 You will need to complete certain verification procedures before you are permitted to use the Services and/or access any Account(s); and Limits which apply to your use of the Account(s), or the Services may be altered as a result of information collected on an ongoing basis.
- 7.3.4 The information we request may include certain personal information, including, but not limited to, your full legal name, residential address, contact number, email address, date of birth, taxpayer identification number, government identification number and proof provided by the accepted



government-issued identity documents.

- 7.3.5 In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit our keeping of record(s) of such information for the lifetime of your Account(s) plus **eight (8) years** beyond the termination of your Account(s).
- 7.3.6 You agree to keep us updated if and/or when any of the information you have provided to GlobiancePay changes.
- 7.3.7 You authorize GlobiancePay to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against any instances of potential fraud, money laundering, terrorist financing, or other financial crimes, and to take any action(s) we deem necessary and reasonable based on the results of such inquiries.
- 7.3.8 When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, and/or financial crime agencies and that these agencies may respond to our inquiries in full.
- 7.3.9 If there is reasonable doubt that any information provided by you is incorrect, untruthful, outdated, or incomplete, GlobiancePay shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate and/or suspend all or part of the Services provided to you.
- 7.3.10 GlobiancePay shall also have the right, at its sole and absolute discretion, to terminate, suspend, or restrict your access to any Account(s) or Services should an issue arise with identity verification, including but not limited to circumstances in which GlobiancePay has requested additional verification information from you but has not yet received or processed that information.
- 7.3.11 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct and/or indirect losses (including the loss of profits, business, or opportunities),
- 7.3.12 damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or



Services.

7.3.13 Furthermore, you shall be solely and fully responsible for any loss(es) or expenses incurred during the use of the Services if you cannot be reached through the contact information provided.

7.4 Enhanced Due Diligence ("EDD")

7.4.1 We may require you to submit additional information about yourself and/or your business, provide records and/or documentation, or have virtual face-to-face meetings with representatives of GlobiancePay (such processes are hereinafter referred to as "*Enhanced Due Diligence*").

7.4.2 We reserve the right to charge you for any costs and fees GlobiancePay incurs in associated with such Enhanced Due Diligence.

7.4.3 GlobiancePay shall have the right, at its sole and absolute discretion, to suspend or restrict your access to any Account(s) or Services pending submission of such Enhanced Due Diligence.

7.4.4 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.

7.5 Access

7.5.1 To access your Account(s) or the Services, you must have the necessary equipment (such as a computer or smartphone) and the associated access to the Internet.

7.5.2 Your Account(s) or the Services can be accessed directly using the Website or by such other mode of access (including, but not limited to, through the GlobiancePay APIs) as GlobiancePay may prescribe from time to time.

7.5.3 The use of the Website and other methods may be subject to such additional terms as may be prescribed by GlobiancePay.

7.5.4 You are only permitted to access your Account(s) using your Account(s) login credentials and other required forms of authentication.



- 7.5.5 We require multi-factor authentication to keep your Account(s) safe and secure. As a result, you may be required to use at least two (2) forms of authentication when accessing your Account(s) and performing certain operations in your Account(s).
- 7.5.6 Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through email or a specified and supported two-factor authentication application.
- 7.5.7 If you choose to install and use two-factor authentication ("2FA") on a device (e.g., a phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk. This includes, but is not limited to, a "rooted" (Android) or "jailbroken" (iOS) device.
- 7.5.8 We reserve the right at our sole discretion to prohibit access from and/or by any device on which the operating system has been or is suspected of having been modified and/or tampered with.
- 7.5.9 You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you.
- 7.5.10 You must update to the most recent operating system(s) supported by GlobiancePay or its affiliates on your necessary equipment (such as a computer or smartphone) as soon as such operating system(s) update becomes available.
- 7.5.11 We reserve the right at our sole discretion to limit or suspend the Services offered to you if you attempt to access your Account(s) or the Services on an outdated or unsupported operating system(s).
- 7.5.12 As further described under [Clause 13.3](#), GlobiancePay does not represent and/or warrant that your Account(s) or any Services will be available without interruption.
- 7.5.13 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to an interruption in your access to your Account(s) or any Services.



7.6 Personal Account Usage

- 7.6.1 You must ensure that Account(s) registered under your name will not be used by any other person.
- 7.6.2 You must notify us immediately of any breach of security, loss, theft, and/or unauthorized use of your username, password, and/or security information.
- 7.6.3 GlobiancePay reserves the right to terminate, suspend, and/or restrict your access to any Account(s) or Services if there is reasonable suspicion, as determined at GlobiancePay's sole and absolute discretion, that the person logged into your Account(s) is not you or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purpose(s).
- 7.6.4 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.

7.7 Corporate Account Usage

- 7.7.1 If you are a corporation, legal person, entity, or other organization for whom GlobiancePay maintains a corporate account for the provision of services (hereinafter referred to as a "*Corporate Account*"), you must ensure that your Corporate Account(s) will not be used by persons that have not completed identity verification (refer to [Clause 6.2](#)).
- 7.7.2 You must notify GlobiancePay immediately of any breach of security, loss, theft, and/or unauthorized use of your username, password, and/or security information.
- 7.7.3 GlobiancePay reserves the right to terminate, suspend, or restrict your access to any Corporate Account(s) or Services if we deem there to be reasonable suspicion, as determined at GlobiancePay's sole and absolute discretion, that the person logged into your Corporate Account(s) is not the natural person authorized to use the Corporate Account or if we suspect that the Corporate



Account(s) have been or will be used for any illegal, fraudulent, and/or unauthorized purpose(s).

- 7.7.4 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Corporate Account(s).

7.8 Safeguarding Your Account

- 7.8.1 At all times, you shall maintain adequate security and control of all of your Account(s) details, passwords, personal identification numbers, API keys, API secret keys, or any other codes that you use to access your Account(s) or the Services or to send any instruction, request, or order given to GlobiancePay in relation to the operation of your Account(s) or to execute any Transaction, through such medium and in such form and manner as GlobiancePay may require ("*Instruction*") to us.

7.9 Information

- 7.9.1 GlobiancePay reserves the right to request, and you agree to provide, any and all information and documents GlobiancePay deems relevant and/or necessary in connection with the use of the Platform and/or the Services.
- 7.9.2 GlobiancePay shall have the right, at its sole and absolute discretion, to suspend and/or restrict your access to any Account(s) or Services pending submission of such information and documents.
- 7.9.3 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.



7.10 Account Closure

- 7.10.1 You may terminate your Account(s) at any time by following the account termination procedures as prescribed for by GlobiancePay from time to time.
- 7.10.2 You will not be charged for terminating your Account(s), although you will be required to pay any outstanding amounts owed to us.
- 7.10.3 You authorize us to cancel and/or suspend any pending transactions at the time of cancellation.

7.11 Account Termination, Suspension, or Restriction

- 7.11.1 GlobiancePay has the right to terminate, suspend, and/or restrict access to your Account(s) or Services, as well as take any other action as we deem necessary, in the event that you are not, or are no longer, eligible to use the Services.
- 7.11.2 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

8. **Transactions**

8.1 Transactions

- 8.1.1 When you sell, purchase, or carry out other transactions in Digital Asset(s), other asset(s), or product(s) as GlobiancePay may from time-to-time permit to be carried out on the Platform (hereinafter referred to as "*Transactions*"), you are not Transacting directly with GlobiancePay. GlobiancePay facilitates the Transaction(s).
- 8.1.2 You can purchase Digital Asset(s) using:
 - i. Digital Asset(s) or fiat monies in your GlobiancePay Account(s);



- ii. A valid bank account in the name that matches your Account(s); or
- iii. A credit or debit card in the name that matches your Account(s) (hereinafter referred to as "*Payment Methods*").

8.1.3 Using a Payment Method to purchase Digital Asset(s) generally will initiate on the Business Day that we receive your Instructions.

8.1.4 Digital Asset(s) that you purchase will be deposited into your Account(s) as soon as the funds have settled to GlobiancePay, which may take up to **five (5) Business Days** if the purchase was made via a bank account, credit, or debt card.

8.1.5 As further described under [Clause 13.3](#), GlobiancePay does not represent and/or warrant that any Transaction will be completed successfully or within a specific time period.

8.1.6 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to the failure of a Transaction or the length of time needed to complete any Transaction.

8.2 Trading Rules

8.2.1 You agree to adhere to, and be bound by, the **Trading Rules**.

8.2.2 GlobiancePay may, from time to time and at its sole and absolute discretion – amend, supplement, or replace the Trading Rules, which shall be binding on you if you continue to maintain your Account(s) or use any of the Services after the effective date of any such amendment, supplement, or replacement of the Trading Rules.



8.3 Market Makers

8.3.1 You acknowledge, agree, and accept that:

- i. One (1) or more market makers (which may include affiliates or related corporations of GlobiancePay acting in such capacity) may be appointed by GlobiancePay to promote liquidity on the Platform, and any such market maker may enter into any Transaction with you as your counterparty;
- ii. Market makers may also maintain positions in various Digital Assets as part of their market making activities, including positions in Digital Assets that are contrary to your positions; and
- iii. Under no circumstances shall any of the Indemnified Persons be responsible or liable for and direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity as a result of the market making activities of the market makers.

8.4 Limits

8.4.1 You may be subject to limits on the value of Transactions, and/or deposits into or withdrawals out of your Account(s) (collectively hereinafter referred to as "*Limits*"), that you may transact in a given period (e.g., daily).

8.4.2 We reserve the right to change any applicable Limits from time to time at our sole and absolute discretion.

8.4.3 If you wish to increase the Limits applicable to you, you may submit a request to our Support Team (contact details can be found at the end of these Terms).

8.4.4 GlobiancePay may, in its sole and absolute discretion, increase your Limit, lower your Limit, and/or maintain your current Limit, in each case subject to



any further condition(s) that we may deem necessary.

8.5 Unauthorized Transactions

- 8.5.1 You are solely responsible for the control and use of your Account(s) and any Instruction sent from your Account(s) is deemed to be authorized and is binding on you.
- 8.5.2 We are not obligated to verify the identity and/or authority of any person(s) using your Account(s) and we shall be at liberty to accept, and rely on, any Instruction sent from your Account(s).
- 8.5.3 Notify us immediately if you notice any unauthorized and/or suspicious activity in or on your Account(s).
- 8.5.4 Under no circumstances shall any of the Indemnified Persons be responsible and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' reliance on any Instruction sent from your Account(s).

8.6 Retention of Transaction Information

- 8.6.1 To facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of any and all Transaction information for the lifetime of your Account(s) plus six (6) years beyond your Account(s) termination.
- 8.6.2 Please review our **Privacy Policy** for more information on how we collect and use data relating to the use and performance of our Sites and Services.

9. **Instructions**

9.1 Your Instructions

- 9.1.1 You are solely responsible for accurately entering any Instruction(s).
- 9.1.2 GlobiancePay is not obliged to verify the accuracy and/or completeness of any such information or Instruction, for monitoring, or refusing to process



duplicate Instructions.

9.1.3 Your Instructions are irrevocable, unconditional, and are binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. As such, once you give any Instruction, you have no right to rescind or withdraw such Instruction without our written consent.

9.1.4 Your Instruction shall not be considered to be received by GlobiancePay until it has been received by GlobiancePay's server(s).

9.1.5 Additionally, GlobiancePay's records of all Instructions shall be conclusive and binding on you for all purposes.

9.2 Your Identity or Authority

9.2.1 GlobiancePay has no obligation to verify the identity and/or authority of any person giving any Instruction and the authenticity of such Instruction.

9.2.2 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, arising from any of the Indemnified Persons relying or acting upon any Instruction which is given or purported to be given by you, regardless of the circumstances prevailing at the time of such Instruction, the nature of the arrangement, services, or transaction made pursuant to such Instruction or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery, lack of clarity, or authorization in the terms of such Instruction.

9.3 Our Discretion

9.3.1 You acknowledge and agree that GlobiancePay may, at its sole and absolute discretion, refuse to act upon or defer acting upon any Instruction(s), or seek further information with respect to the Instruction(s).

9.3.2 Under no circumstances shall any of the Indemnified Persons be responsible



and/or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' refusal or delay in acting upon any Instruction.

9.4 Notification of Instructions

9.4.1 GlobiancePay may transmit, via electronic communication, a notification to you upon receipt of any deposit or withdrawal Instruction(s) from you, or upon completion of such Instruction(s).

9.4.2 All notifications are deemed received by you immediately upon such notification's transmission.

9.4.3 You must ensure that the details in any such notification are in accordance with your Instruction(s).

9.4.4 You must contact us if you do not receive completion notifications.

9.5 Credit/Debit Authorization

9.5.1 You authorize GlobiancePay to credit and/or debit (or provide settlement information to third parties for the purposes of the third-party crediting or debiting) your Digital Assets and/or fiat funds from your Account(s) in accordance with your Instruction(s).

9.5.2 We reserve the right not to affect any Transaction(s) if you have insufficient fiat funds or Digital Assets in your Account(s) (i.e., less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction).

10. **Communications**

10.1 Account Communication

10.1.1 You agree and understand that all communication with you will be via email, live chat, and/or another secure method as may be prescribed by



GlobiancePay from time to time.

10.1.2 We will use the email address on record for your Account(s) as our primary means of communicating with you.

10.1.3 To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if and/or when there are any changes.

10.1.4 Delivery of any communication to the email address on record shall be considered valid and binding for all intents and purposes.

10.1.5 If any email communication is returned as undeliverable, GlobiancePay retains the right to block your Account(s) and access to the Services until you provide and confirm a new and valid email address.

10.2 Account History

10.2.1 Information on your past Transaction(s) (hereinafter referred to as your "*Transaction History*") will be made available on the Platform.

10.2.2 Your Transaction History contains all of your trading activity on the Platform.

10.2.3 We will use commercially reasonable efforts to ensure that the information contained in the notices we send you on your Transaction History is reasonably accurate and reliable.

10.3 Account Review and Acknowledgment

10.3.1 It is important for you to understand that it is your sole responsibility to review your Transaction History and any notices or communications sent by GlobiancePay.

10.3.2 If for any reason you are unable to do so, or you do not receive our notices or communications, it is your responsibility to notify us immediately.



11. Termination, Suspension, or Restriction

11.1 At our sole and absolute discretion, GlobiancePay may:

- i. Refuse to complete, block, and/or cancel any Transaction(s) you have authorized or instructed;
- ii. Terminate, suspend, or restrict your access to any or all of the Services;
- iii. Terminate, suspend, or restrict your access to any or all of your Account(s); and/or
- iv. Refuse to transmit information or Instruction(s) in each case with immediate effect for any reason or for no reason whatsoever, including, without limitation, where:
 - a. We are required to do so by applicable laws or regulations, or any court or authority to which we are subject to in any jurisdiction;
 - b. We have determined or suspect that you have breached these Terms (including any other documents, materials, or information incorporated by reference herein);
 - c. We have determined or suspect that any Transaction is unauthorized, erroneous, fraudulent, or unlawful or we have determined or suspect that your Account(s) or the Services are being used in a fraudulent, unauthorized, or unlawful manner;
 - d. We have determined or suspect there is any occurrence of money laundering, terrorist financing, fraud, or any other crime(s);
 - e. Use of your Account(s) is subject to any pending or ongoing litigation, investigation, or judicial, governmental, or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account(s) activity;
 - f. You owe amounts to GlobiancePay that are not satisfied, whether due to a chargeback or any other basis;
 - g. An issue has arisen with the verification of your identity; and/or
 - h. You have taken any action that may circumvent our controls such as opening multiple Accounts without our written consent or abusing promotions which we may offer from time to time.



- 11.2 You acknowledge and agree that our decision to take certain actions, including, but not limited to – the termination, suspensions, or restriction of access to your Account(s) or the Services, may be based on confidential criteria that are essential to our risk management and security protocols.
- 11.3 You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.
- 11.4 Any chargeback resulting from the use of your Account(s) or Services may result in an immediate suspension and/or restriction of your Accounts(s) and Services.
- 11.5 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with these Terms.

12. Representations and Warranties

You hereby represent and warrant to GlobiancePay, at all times, the following:

12.1 Accuracy

All documents and information you provide to GlobiancePay are true, accurate, complete, and up to date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to utilize the Services.

12.2 Authority

You have full power, authority, and capacity to:

- i. Access and use the Platform and/or the Services; and
- ii. Enter into and deliver, and perform your obligations under, these Terms and any agreement entered into pursuant to, or in connection with, these Terms.

12.3 Authorization



All consents, permissions, authorizations, approvals, and agreements of third parties and all authorizations, approvals, permissions, consents, registrations, declarations, filings with any regulatory authority, governmental department, commission, agency, or other organization having jurisdiction over you which are necessary or desirable for you to obtain in order to:

- i. Access and use the Platform and/or the Services; and
- ii. Enter into and deliver, and perform the transactions contemplated under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, have been unconditionally obtained in writing, disclosed to us in writing, and have not been withdrawn or amended.

12.4 Binding Contract

These Terms and any agreement entered into pursuant to, or in connection with, these Terms constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms.

12.5 Incorporation

12.5.1 If you are an entity, you are duly incorporated, duly organized, and validly existing under the laws of your jurisdiction and have full power to conduct your business.

12.5.2 If you are an individual, you are not less than **eighteen (18) years old**.

12.6 No Breach

Your access and use of the Platform and/or the Services, your execution and delivery of, and the performance of your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, will not:

- i. If you are an entity, result in a breach of or conflict with any provision of



your constitution (or equivalent constitutive documents);

- ii. Result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by

which you or any of your property is bound or subject; and

- iii. Result in a breach of any applicable laws, rules, or regulations or of any order, decree or judgment of any court, any award of any arbitrator or those of any governmental or regulatory authority in any jurisdiction.

13. **Covenants**

You covenant and agree that you shall not:

13.1 Breach

Breach these Terms or any agreement entered into pursuant to, or in connection with, these Terms.

13.2 Defame

Act in a manner that is defamatory, trade libelous, threatening, or harassing.

13.3 Engage In Fraudulent Activity

13.3.1 Engage in potentially fraudulent or suspicious activity and/or transactions.

13.3.2 You must cooperate in any investigation or provide confirmation of your identity or the accuracy of any information you provide to us.

13.4 Engage In Harmful Conduct

13.4.1 Receive, or attempt to receive, funds from both GlobiancePay and another user for the same transaction during the course of a dispute;

13.4.2 Conduct your business or use the Services in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties, or other liability to GlobiancePay, other users, third parties, or



yourself; and

13.4.3 Allow your Account(s) to have a negative balance.

13.5 Mislead

Provide false, inaccurate, or misleading information in connection with your use of the Services, in communications with GlobiancePay, or otherwise connected with these Terms.

13.6 Introduce Harmful Code

13.6.1 Facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information.

13.6.2 You must not:

- i. Use an anonymizing proxy;
- ii. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- iii. Use any temporary, disposable, self-destructive, or similar email address when opening an Account(s) and/or using the Services;
- iv. Use any device, software, or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Sites or the Services;
- v. Take any action that may cause us to lose any of the services from our Internet service providers, or other suppliers; and
- vi. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

13.7 Violate Laws or Rights

Violate, or attempt to violate:

- i. Any law, statute, and/or ordinance;
- ii. GlobiancePay's or any third-party's copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy.



14. **Liability**

14.1 Indemnification

14.1.1 You will indemnify and hold harmless GlobiancePay, its affiliates and service providers, and each of their respective officers, directors, employees, affiliates, agents, licensors, and/or contractors (hereinafter referred to as "*Indemnified Persons*") from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all liabilities, damages (actual and consequential), losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with:

- i. Your access to or use of the Services;
- ii. Your breach or alleged breach of these Terms or your violation of any other provision of these Terms, including any terms and conditions incorporated by reference herein;
- iii. Your violation of any law, rule, or regulation; and
- iv. Your violation of the rights of any third-party.

14.1.2 We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

14.2 Limitations Of Liability

14.2.1 In no event shall any of the Indemnified Persons be liable to you and/or any other person or entity for any loss(es) of business, profits, or opportunities; or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, whether arising out of and/or in connect with our Site(s), the Platform(s), your account(s), the service(s), these Terms, the Trading Rules, the Disclosures, the Privacy Policy, and/or any agreement entered into pursuant to, or in connection with, these Terms or otherwise.

14.2.2 Our liability, and the liability of the Indemnified Persons, to you and/or any third parties in any circumstances is limited to the actual amount of loss



and/or damage which is caused directly and is reasonably foreseeable by our breach of these Terms and shall in no event exceed the equivalent of **EUR (€) 3,000**.

14.2.3 Such sum shall be paid as liquidated damages by us to you in a full and final settlement, and satisfaction of our entire liability and the Indemnified Persons' entire liability for any loss and/or damage which is caused directly and is reasonably foreseeable by our break of these terms.

14.2.4 You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims and/or remedies at law or in equity, including – but not limited to – any claim in rem, injunctions, and/or specific performance(s).

14.3 No Warranty

14.3.1 The service(s) are provided on an “as is” and “as available” basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically, we disclaim any implied warranties of titles, merchantability, fitness for a particular purpose and/or non-infringement.

14.3.2 We do not make any representations or warranties that access to the Site(s), the Platform, any of your account(s), the service(s), or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

14.3.3 We will make reasonable efforts to ensure that transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

14.4 Security

14.4.1 Our Services support logins using 2FA, which is known to reduce the risk of unauthorized use of or access to the Services.



- 14.4.2 We will neither ask for your 2FA codes nor will our Support Department ask to screen share or otherwise seek access to your devices of Account(s).
- 14.4.3 Always log into your Account(s) through the Sites to review any Transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
- 14.4.4 GlobiancePay is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack.
- 14.4.5 We advise the regular use of a reputable and readily available virus screening and prevention software.
- 14.4.6 You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.
- 14.4.7 You are responsible for all login credentials, including usernames and passwords and must keep security details safe at all times.

14.5 No Liability for Breach

We are not liable for any breach of these Terms or any agreement entered into pursuant to, or in connection with, these Terms where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to any action or inaction which is necessary or desirable in order to comply with any laws, rules, or regulations.

15. **Data Protection**

- 15.1 You acknowledge and agree that we may process personal data in relation to



you.

- 15.2 Please review our **Privacy Policy** for more information on how we collect and use data relating to the use and performance of our Sites and Services.

16. **Intellectual Property**

- 16.1 Unless otherwise indicated in these Terms, all copyright and other intellectual property rights in all information, data, text, images, links, sounds, graphics, videos, and other materials contained on our Sites or such other mode of access (including through the GlobiancePay APIs) or provided in connection with the Services, including, without limitation, our logo and all designs, information, data, text, images, links, sounds, graphics, videos, other materials, and the selection and arrangement thereof (collectively referred to as "*Materials*") are strictly property of GlobiancePay, its licensors, or suppliers; and are protected by Comoros and international copyright laws and other intellectual property rights laws.
- 16.2 We hereby grant you a limited, nonexclusive, and non-sublicensable license to access and use the Materials for your non-commercial personal or internal business uses.
- 16.3 Such license is subject to these Terms and does not permit the following:
- i. The resale of the Materials;
 - ii. The distribution, public performance, or public display of any Materials;
 - iii. The modification or derivative uses of the Materials; and
 - iv. The use of the Materials other than for their intended purposes.
- 16.4 The license granted herein is automatically terminated if we suspend and/or terminate your access to our Services.

17. **Trademarks**

- 17.1 The Trademarks, service marks, and logos (hereinafter referred to as "*Trademarks*") used and displayed on or through the Sites or the Services are registered and unregistered Trademarks of the relevant mark owners of GlobiancePay and our licensors.



17.2 Nothing on the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use, copy, or imitate, in whole or in part, any Trademark displayed on the Sites, without our written permission or that of other Trademark owners.

17.3 We prohibit the use of the Trademarks, any entity name, trade name, company name of ours or any other Trademark owned by us as a “hot” link to any website unless establishment of such a link is approved in advance by us in writing.

18. **Feedback**

18.1 User Materials

18.1.1 If you provide any reviews, posts, information, data, and comments on the Sites (through our “Contact Us” pages or otherwise), via our Services, or to us (hereinafter referred to as “User Material”), you hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable, transferable license to take all acts comprised in the intellectual property rights in respect of such User Material, including without limitation the rights to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute, or develop the same in all forms of media whether now known or in the future invented, for the purposes of operating the Website and for our business purposes (including where permitted by law, data analytics).

18.1.2 You represent and warrant that you own or have the necessary rights, consents, and permissions to grant the foregoing rights to us, and that your User Materials are your own original works and creations and/or in any case do not and will not infringe the intellectual property or other rights of any third-party.

18.1.3 You agree and acknowledge the following:

- i. We are not responsible for any User Material (whether provided by you or by third parties) which may be made available on the Sites; and
- ii. The use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.



18.1.4 Any feedback and suggestions submitted to us via the Website or through the Services shall be deemed and remain our property, and we shall be free to use and disclose, for any purpose, any ideas, concepts, know-how or techniques contained in such information.

18.1.5 We shall not be subject to any obligations of confidentiality or privacy regarding such submitted information except as agreed by the relevant GlobiancePay Group entity having the direct customer relationship or as otherwise specifically agreed or required by law.

18.2 Removal of Content

18.2.1 We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the Sites (including any User Material) which in our sole opinion is unlawful, violates these Terms, or could subject us or any of our affiliates, directors, employees, officers, or third-party service providers to liability.

18.2.2 We shall have the right to take any enforcement actions as we deem appropriate at our sole discretion, including but not limited to giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending, or terminating your Account(s) (if any), or suspending your access to the Sites.

18.2.3 We shall also have the right to restrict, refuse, or ban you from any and all future use of any other product, service, and/or facility provided or offered by us.

19. Chat

19.1 At any time and in connection with any Service that GlobiancePay provides, we may make interactive online chat ("*Chat*") services available to you.

19.2 Subject to and consistent with [Clause 13.3](#), GlobiancePay makes no warranty that the Chat service will be available at any particular time or be free of fault or error and accepts no liability for the accuracy of information provided or statements made via the Chat feature.

19.3 If you are under the age of **eighteen (18) years old** and are invited to use the



Chat service, you must not use the Chat service and you must leave the Site immediately. Persons under the age of eighteen (18) are prohibited from the use of GlobiancePay Services .

- 19.4 When engaging with us through use of the Chat service, be advised that chats will be monitored and saved.
- 19.5 The Chat service is provided as a convenience, often to facilitate your understanding of GlobiancePay's Services.
- 19.6 Nothing we communicate in the Chat service will be considered a legal agreement, representation, or warranty as to our Services, processes, decisions, or response times.
- 19.7 Providing or participating in the Chat service does not constitute consent by you or us to use electronic records and signatures as a substitute for written documents.
- 19.8 Any personal information shared with us when using the Chat service shall be subject to the applicable privacy-related policies and notices prescribed for within our **Privacy Policy**.
- 19.9 You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session.

20. **Complaints**

20.1 Filing Complaint(s)

- 20.1.1 If you have a complaint, please state the cause of your complaint, how you would like us to resolve the complaint, and any other information you believe to be relevant.
- 20.1.2 Upon receiving your complaint, we will open a support ticket and a designated



customer support agent will be allocated to handle your complaint.

20.1.3 The customer support agent will review your complaint without prejudice, based on the information you provided and any information we may derive from our records.

20.1.4 Within **thirty (30) business days** ((all days excluding Saturday, Sundays, and any bank holiday in the State of California) (hereinafter referred to as "*Business Days*")) of our receipt of your complaint, the customer support agent will use reasonable efforts to address the points raised in your complaint and the customer support agent may:

- i. Offer to resolve your complaint in the way you have requested;
- ii. Reject your complaint and set out the reasons for the rejection; or
- iii. Offer to resolve your complaint with an alternative proposal or solution.

20.1.5 In exceptional circumstances, if the customer support agent is unable to respond to your complaint within **thirty (30) Business Days**, the Head of Customer Support will use reasonable efforts to send you a holding response indicating the reasons for a delay in answering your complaint and specifying the deadline by which the customer support agent will respond to your complaint.

20.2 Offers

20.2.1 Any offer of resolution made to you will only become binding on GlobiancePay if accepted by you.

20.2.2 An offer of resolution will not constitute any admission by us of wrongdoing or liability regarding the complaint's subject matter.

21. **General Terms**

21.1 Sites Accuracy

21.1.1 Although we intend to provide accurate and timely information on the Sites, the Sites may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors.

21.1.2 In an effort to continue to provide you with as complete and accurate



information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including – without limitation - information regarding our policies, agreements, products, and services.

21.1.3 Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Sites are your sole responsibility and we shall have no liability for any such decisions.

21.1.4 Links to third-party websites (including, but not limited to, content, materials, and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us.

21.2 You acknowledge and agree that we are not responsible for any aspect of the content, materials, information, or services contained in any third-party websites accessible or linked from the Sites.

21.3 Export Controls and Sanctions

21.3.1 Your use of the Services and Sites may be subject to international export controls and economic sanction(s) requirements.

21.3.2 By trading Digital Assets on the Platform or accessing the Services, you agree that you will fully comply with any and all such requirements.

21.3.3 You are not permitted to transact in Digital Assets or use any of the Services if:

- i. We are prohibited from providing Services to you under any applicable laws and/or regulations, Sanctions Laws and/or lists applicable to the entity; and/or
- ii. You intend to transact or deal with any person in breach of any of the Sanctions Laws.

21.3.4 You represent and warrant to us that you, and to your knowledge, any of your directors, officers, or employees are not directly or indirectly owned or controlled by any person or entity currently included on a Sanctions List applicable to GlobiancePay, nor are directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by the appropriate sanctions authority.



21.4 Amendments

21.4.1 We may amend, supplement, and/or replace these Terms and any terms and conditions incorporated by reference, now or in the future, by posting on the Website or emailing to you the revised terms and conditions, and the revised terms and conditions shall be effective at such time.

21.4.2 If you do not agree with any such amendment, supplement, or replacement of such terms and conditions, your sole and exclusive remedy is to terminate your use of the Services and close your Account(s).

21.5 Relationship of The Parties

You acknowledge and agree that:

- i. GlobiancePay is not holding any fiat monies and/or Digital Assets as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity; and
- ii. No communication or information provided to you by us shall be considered or construed as any form of advice.

21.6 Privacy of Others

21.6.1 If you receive information about another user through the Platform or from utilizing our Services, you must keep the information confidential and only use it in connection with the Services and always in accordance with applicable laws and regulations.

21.6.2 You must not disclose or distribute any user information to a third-party or use the information in any manner except as reasonably necessary to effect a Transaction.

21.7 Email Security

21.7.1 You shall keep the email account associated with your Account(s) (hereinafter



referred to as your "*Email Account*") secure against any attacks and unauthorized access.

- 21.7.2 You are required to notify GlobiancePay immediately if you have knowledge or have reason for suspecting that the security of your Email Account has been compromised or if there has been any unauthorized use of your Email Account.
- 21.7.3 Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including the loss of profits, business, or opportunities), damages or costs suffered by you or any person by reason of or arising from or as a consequence of any access (whether authorized or not) to your Email Account by any person, any breach of security of your Email Account, or any Transactions, Instructions, or operations effected by you or purported to be effected by you through your Email Account.



21.8 Security Breach

- 21.8.1 If you suspect that your Account(s) or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or GlobiancePay (together a "Security Breach"), you must immediately lock/deactivate your Account(s) on the Website or via any other method as may be prescribed by GlobiancePay from time to time, contact our support center, and continue to provide accurate and up to date information throughout the duration of the Security Breach.
- 21.8.2 You must take any and all steps that we may reasonably require to reduce, manage, or report any Security Breach.
- 21.8.3 Failure to provide prompt notification of any Security Breach may be considered in our determination of the appropriate resolution of the matter.

21.9 Contact Information

You are responsible for keeping your email address and other contact information up to date in your Account(s) in order to receive any notices or alerts that we may send you (including notices or alerts of an actual or suspected Security Breach).

21.10 Taxes

- 21.10.1 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority.
- 21.10.2 GlobiancePay is not responsible for determining whether any taxes apply to your Transaction, or for collecting, reporting, or remitting any taxes arising from any Transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to goods and services tax (or its equivalent), sales tax, income tax, duties, or other tax liabilities as a seller of goods or services.
- 21.10.3 It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the



appropriate

tax

authority.

21.10.4 All fees relating to the Services are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties, or other deductions. Any such

deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to GlobiancePay to the extent necessary to ensure that GlobiancePay receives the amount equal to the sum which would have been due to GlobiancePay had no such deduction or withholding been required.

21.11 Unclaimed Property

21.11.1 If we hold your assets, and we are unable to contact you and have no record of your use of the Services for several years, applicable laws and regulations may require us to report our holdings of such fiat monies or Digital Assets as unclaimed property to the authorities in certain jurisdictions.

21.11.2 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 fiat monies or Digital Assets to the authorities in certain jurisdictions as unclaimed property.

21.11.3 We reserve the right to deduct a dormancy fee or other administrative charges in respect of such unclaimed monies or Digital Assets, as permitted by applicable laws and regulations.

21.12 Entire Agreement

These Terms (including any documents, materials, or information incorporated by reference herein) set forth the entire understanding between you and GlobiancePay with respect to the Services provided and/or received.

21.13 Clause Headings

Clause headings in these Terms are for convenience only and shall not



govern the meaning or interpretation of any provision of these Terms.

21.14 Transfer

21.14.1 These Terms (including any documents, materials, or information incorporated by reference herein) is personal to you and you are not permitted to novate, transfer, or assign your rights, interests, liabilities, and/or obligations to anyone else without our prior written consent.

21.14.2 However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer, or assign these terms (including any documents, materials or information incorporated by reference herein) or any of our rights, interests, liabilities, and/or obligations at any time to anyone else, including, without limitation, in connection with any merger, acquisition, or other corporate reorganization involving GlobiancePay.

21.15 Security Interests

You undertake not to create any security over your fiat monies or Digital Assets held in any of your Account(s) without our prior written consent.

21.16 Invalidity

If any provision of these Terms, terms and conditions or information incorporated by reference in these Terms is or becomes illegal, invalid, or unenforceable in any respect, the same shall not affect the legality, validity, or enforceability of any other provisions in these Terms.

21.17 Enforcement of Our Rights

21.17.1 GlobiancePay's rights and remedies under these Terms are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement.

21.17.2 Any failure or delay on the part of GlobiancePay to exercise any right or remedy under these Terms shall not operate as a waiver of such right or remedy.



21.17.3 Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

21.18 Language

21.18.1 These Terms may, at GlobiancePay's sole and absolute discretion, be translated into a language other than the English language.

21.18.2 You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy, or omission as between the English text and any translated text.

21.19 Third-Party Rights

21.19.1 Nothing expressed or referred to in these Terms will be construed to give any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or with respect to these Terms or any provision of these Terms.

21.19.2 These Terms and all of its provisions are for the sole and exclusive benefit of the parties to these Terms and their successors and permitted assigns.

21.20 Survival

All provisions of these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after the termination or expiration of these Terms.

21.21 Governing Law and Jurisdiction

These Terms shall be construed in accordance with and governed for all purposes by the laws and public policy of Anjouan, Comoros applicable to contracts executed and to be wholly performed within such jurisdiction.

22. **Refunds**

22.1 When initiating transaction(s) through GlobiancePay Platforms and/or Services,



users must always provide accurate and correct information related to you and/or the initiated transaction.

- 22.2 GlobiancePay shall not accept any liability for the results of your own errors.
- 22.3 The right for a refund only applies to transactions made with and/or via GlobiancePay Platforms and/or Services.
- 22.4 GlobiancePay guarantees the right to refund for the transactions that were not yet processed, as well as transactions that were processed by fact, but due to technical errors attributable to GlobiancePay were not credited to you on your GlobiancePay account.
- 22.5 Completed payments and transactions are non-refundable, irrevocable and cannot be changed (e.g., crypto asset is sent to another wallet specified by you).
- 22.6 Refunds that exceed the original amounts are not possible. Any amounts accepted for refund, shall be returned to you via the same method and in the same currency and/or Digital Asset that the initial transaction was made with.
- 22.7 Any costs and fees owed to GlobiancePay in relation to the refunds shall be deducted from the refundable amounts.
- 22.8 For refund requests, please contact our Customer Support Team at support@globiance.com

23. Arbitration

- 23.1 If we cannot resolve your dispute through the complaint process, you agree that any dispute or controversy arising out of or relating to these Terms shall be settled through binding arbitration on an individual basis.
- 23.2 Arbitration shall be conducted in accordance with applicable laws and requirements.
- 23.3 The arbitration shall:
 - i. Be conducted by a single, neutral arbitrator in the English language; and
 - ii. Take place in Anjouan, Comoros.
- 23.4 Regardless of the manner in which the arbitration is conducted, the arbitrator



shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

- 23.5 The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within **fourteen (14) days** of the arbitrator's ruling on the merits.
- 23.6 A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail where signature(s) are required for confirmation of receipt (hereinafter referred to as "*Notice*").
- 23.7 GlobiancePay's address for notice is GlobiancePay CO, Anjouan, Comoros .
- 23.8 The Notice must:
 - i. Describe the nature and basis of the claim or dispute; and
 - ii. Set forth the specific relief sought.
- 23.9 We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within **thirty (30) days** after the Notice is received, you or GlobiancePay may commence an arbitration proceeding.
- 23.10 During the arbitration, the amount of any settlement offer made by you or GlobiancePay shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
- 23.11 All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

24. Class Action Waiver

- 24.1 To the extent permitted by law, all claims must be brought in the relevant party's individual capacity, and not as a plaintiff or class member in any purported class, collective action, and/or representative proceeding.
- 24.2 Unless both you and GlobiancePay agree, no arbitrator and/or judge may consolidate more than one (1) person's claim and/or engage in any class



arbitration.

- 24.3 By agreeing to these Terms, you acknowledge that you and GlobiancePay each waive the right(s) to the following:
- i. A jury trial; and
 - ii. To participate in a class action.
- 24.4 If a Court decides that applicable law precludes enforcement of any of these limitations, as to a particular claim for relief, then that claim and only that claim must be severed from the arbitration and may be brought before the Court.

25. Prohibited Use, Prohibited Businesses, and Conditions of Use

25.1 Prohibited Use

You may not use your GlobiancePay Account to engage in the following categories of activity (hereinafter referred to as "*Prohibited Uses*").

The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of GlobiancePay Services or the GlobiancePay Platform involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request at: <https://globiancepay.com/support> or alternatively email us at support@globiance.com.

By opening a GlobiancePay Account, you represent and warrant that you will not use your GlobiancePay Account, any GlobiancePay Services and/or the GlobiancePay Platform to do any of the following:

25.1.1 *Unlawful Activity*

Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs administered in the countries where GlobiancePay conducts business, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material



or information.

25.1.2 *Abusive Activity*

Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site, other GlobiancePay Accounts, computer systems or networks connected to the Site, through password mining or any other means; use GlobiancePay Account information of another party to access or use the Site, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user's GlobiancePay Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of GlobiancePay.

25.1.3 *Abuse Other Users*

Interfere with another individual's or entity's access to or use of any GlobiancePay Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent.

25.1.4 *Fraud*

Activity which operates to defraud GlobiancePay, GlobiancePay users, or any other person; provide any false, inaccurate, or misleading information to GlobiancePay.

25.1.5 *Intellectual Property Infringement*

Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of GlobiancePay intellectual property,



name, or logo, including use of GlobiancePay trade or service marks, without express consent from GlobiancePay or in a manner that otherwise harms GlobiancePay or the GlobiancePay brand; any action that implies an untrue

endorsement by or affiliation with GlobiancePay.

25.2 Prohibited Businesses

In addition to the Prohibited Uses as prescribed for above, the following categories of businesses, business practices, and sale items are barred from being carried out using GlobiancePay Services or the GlobiancePay Platform (hereinafter referred to as "*Prohibited Businesses*").

The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of GlobiancePay Services or the GlobiancePay Platform involves a Prohibited Business or have questions about how these requirements apply to you, please contact us at: <https://globiancepay.com/support> or alternatively email us at support@globiance.com.

By opening a GlobiancePay Account, you represent and warrant that you will not use GlobiancePay Services or the GlobiancePay Platform in connection with any of the following businesses, activities, practices, or items:

25.2.1 *Investment and Credit Services*

Securities brokers; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes.

25.2.2 *Restricted Financial Services*

Check cashing, bail bonds; collections agencies.

25.2.3 *Intellectual Property or Proprietary Rights Infringement*



Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

25.2.4 Counterfeit or Unauthorized Goods

Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.

25.2.5 Regulated Products and Services

Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials.

25.2.6 Illegal Drugs and Drug Paraphernalia

Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.

25.2.7 Pseudo-Pharmaceuticals

Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.

25.2.8 Substances designed to mimic illegal drugs

Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).

25.2.9 Adult Meeting and Escort Services

Adult Live Meeting, Escort, Prostitution, or any offering of sexually related services and human trafficking

25.2.10 Pyramid schemes



Pyramid schemes and deceiving referral marketing programs.

25.2.11 *Unfair, Predatory or Deceptive Practices*

Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

25.2.12 *High-Risk Businesses*

Any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

25.3 Conditional Use

Express written consent and approval from GlobiancePay must be obtained prior to using GlobiancePay Services for the following categories of business and/or use (hereinafter referred to as "*Conditional Uses*"). Consent may be requested by contacting us at: <https://globiancepay.com/support> or alternatively email us at onboarding@globiance.com.

GlobiancePay may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced onboarding procedures, and operate subject to restrictions if you use GlobiancePay Services in connection with any of the following businesses, activities, or practices:

25.3.1 *Money Services*

Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the GlobiancePay Services.



25.3.2 *Charities*

Acceptance of donations for non-profit enterprise.

25.3.3 *Games of Skill*

Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize.

25.3.4 *Religious/Spiritual Organizations*

Operation of a for-profit religious or spiritual organization.

26. **Contact Us**

26.1 Please contact us if you have any questions about these Terms. We will respond within a reasonable timeframe.

26.2 You may contact us via our Support page, email support@globiance.com, or at our mailing address at GlobiancePay CO, Anjouan, Comoros .



APPENDIX A

NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT	
No. Contract No.	date: Date
(hereinafter - Agreement)	
PARTIES TO THE AGREEMENT	
<p>1. COMPANY NAME ., incorporated and registered in ORIGINATING COUNTRY with company number REGISTRATION NUMBER , whose registered address is at REGISTERED ADDRESS, including its subsidiaries and related companies;</p> <p style="text-align: center;"><i>and</i></p> <p>2. GlobiancePay Limited, a company incorporated in BVI with the incorporation number 2031177 whose registered address is at Vistra Corporate Services Centre, Wickhams cay II, Road Town Tortola, VG1110, British Virgin Islands, including its subsidiaries and related companies;</p> <p>depending on the context, "Party" shall mean each individual while "Parties" shall mean all individuals.</p>	
RECITALS	
<p>Each party wishes to disclose to the other party Confidential Information in relation to the Purpose. Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information. In consideration of the benefits to the parties of the disclosure of the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.</p> <p>It is hereby agreed:</p>	
1. DEFINITIONS AND INTERPRETATION	
<p>The following definitions and rules of interpretation in this clause apply in this Agreement:</p>	
<p>1.1. Confidential Information — all written and oral information and materials (regardless the form of their being – digital, written, oral etc.) disclosed/provided by a party or its Representatives (Disclosing Party) to the other party or that party's Representatives (Recipient), regardless of whether such information was disclosed/provided before or after the date of this Agreement and regardless of how it was disclosed/provided including but not limited to:</p> <p>(a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;</p> <p>(b) the existence and terms of this Agreement;</p>	



- (c) all data and information relating to the goods and/or services of Disclosing Party as well as data and information relating to Disclosing Party and its business, including but not limited to the following:
- i. **'Customer Information'** which includes names of customers of the Disclosing Party, their representatives, all customer contact information, contracts and their contents, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Disclosing Party;
 - ii. **'Intellectual Property'** which includes information relating to the Disclosing Party's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - iii. **'Marketing and Development Information'** which includes marketing and development plans of the Disclosing Party, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Disclosing Party which have been or are being discussed;
 - iv. **'Business Operations'** which includes internal personnel and financial information of the Disclosing Party, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Disclosing Party, and the manner and methods of conducting the Disclosing Party's business;
 - v. **'Product Information'** which includes all specifications for products of the Disclosing Party as well as work product resulting from or related to work or projects of the Disclosing Party, of any type or form in any stage of actual or anticipated research and development;
 - vi. **'Production Processes'** which includes processes used in the creation,



production and manufacturing of the work product of the Disclosing Party, including but not limited to, formulas, patterns, moulds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

- vii. **'Service Information'** which includes all data and information relating to the services provided by the Disclosing Party, including but not limited to, plans, schedules, manpower, inspection, and training information;
- viii. **'Proprietary Computer Code'** which includes all sets of statements, instructions or programs of the Disclosing Party, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer (Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
- ix. **'Computer Technology'** which includes all scientific and technical information or material of the Disclosing Party, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- x. **'Accounting Information'** which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Disclosing Party;
- xi. Other Information which although not falling under any of the above, is either (a) clearly marked "Confidential" when delivered by the Disclosing Party to the Recipient or (b) communicated to the Recipient by the Disclosing Party under written instruction to keep such material confidential.

(d) any information, materials or analysis derived from Confidential Information;

(e) any other information or materials that can be reasonably treated by Disclosing



Party as Confidential Information.	
1.2.	<p>Confidential Information will not include the following information:</p> <ul style="list-style-type: none"> (a) Information that is generally known in the industry of the Disclosing Party; (b) Information rightly in the possession of the Recipient prior to the disclosure to the Recipient by the Disclosing Party; (c) Information that is independently created by the Recipient without direct or indirect use of the Confidential Information; or (d) Information that the Recipient rightfully obtains from a third-party who has the right to transfer or disclose it.
1.3.	<p>Circumvent — shall mean to knowingly and intentionally bypass the other party to directly engage with any referred party, whether through direct communication, transaction, or any other means, for the purpose of conducting business that falls within the scope of the services or products.</p>
1.4.	<p>Disclosing Party — a party to this Agreement which discloses, provides or makes available directly or indirectly Confidential Information.</p>
1.5.	<p>Group — in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.</p>
1.6.	<p>Purpose — is the evaluation and establishment of collaboration while implementing projects between the parties, rendering services between the parties, selling/purchasing goods between the parties, whichever is particularly applicable.</p>
1.7.	<p>Recipient — is a party to this Agreement which receives or obtains directly or indirectly Confidential Information.</p>
1.8.	<p>Representative — is the employees, agents and advisers of the Recipient and/or Disclosing Party.</p>
1.9.	<p>Referred Party — shall mean any natural or legal person who was introduced by the Disclosing Party to the Recipient during the course of evaluating and/or discussing the Purpose.</p>
2. OBLIGATIONS OF CONFIDENTIALITY	
2.1.	<p>The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall, and shall procure that its Representatives shall:</p> <ul style="list-style-type: none"> (a) not use or exploit the Confidential Information in any way except for the Purpose; (b) not disclose or make available the Confidential Information in whole or in part



to any third party, except as expressly permitted by this Agreement;

- (c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
- (d) not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
- (e) keep separate the Confidential Information from all documents and other records of the Recipient;
- (f) apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorized disclosure, copying or use;

2.2. The Recipient may only disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:

- (a) it informs these Representatives of the confidential nature of the Confidential Information before disclosure and obtains from its Representatives enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the Representatives as the terms of this agreement are upon the parties; and
- (b) at all times, it is responsible for these Representatives' compliance with the obligations set out in this agreement.

2.3. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 2.3, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

2.4. The Recipient shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorized access or use.

2.5. No party shall make, or permit any person to make, any public announcement concerning this agreement, the Purpose or its prospective interest in the Purpose without the prior written consent of the other party except as required by law or



any governmental or regulatory authority or by any court or other authority of competent jurisdiction. No party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

- 2.6. No party shall contact the other party's vendors, directly or indirectly, with the intent to circumvent the other party in relation to the purpose or to the terms of this agreement. Financial damages to one party in such case will be covered by the other party.

3. RETURN OF INFORMATION

- 3.1. At the request of the Disclosing Party, the Recipient shall:
- (a) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
 - (b) erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
 - (c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement. The provisions of this clause 3 shall continue to apply to any such documents and materials retained by the Recipient, subject to clause 6.1.

- 3.2. If the Recipient develops or uses a product or a process which, the Disclosing Party has reasonable evidence suggesting that it might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used or disclosed.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 4.1. All Confidential Information shall remain the property of the Disclosing Party. Each party reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a party's Confidential Information are granted to the other party and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement.

- 4.2. Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

- 4.3. The disclosure of Confidential Information by the Disclosing Party shall not form



	any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Purpose, or the development or supply of any product or service to which the Confidential Information relates.
4.4.	In case of unauthorized use or disclosure of Confidential Information by Recipient (including its Representatives), the Disclosing Party shall be entitled to liquidated damages in the amount of USD 50 000 (fifty thousand USD) for each such use or disclosure. The Recipient shall pay the Disclosing Party the said amount within three months from demand or notice. Notwithstanding the right to liquidated damages, the Disclosing Party has the right to take any measures available and to claim and receive a higher amount of compensation if the Disclosing Party can prove that the actual damage sustained will exceed the amount of liquidated damages.
4.5.	The Recipient shall be liable to the Disclosing Party for the actions or omissions of the Recipient's Representatives under this agreement, as if they were the actions or omissions of the Recipient.
5. WARRANTY AND INDEMNITY	
5.1.	Each Disclosing Party warrants that it has the right to disclose its Confidential Information to the Recipient and to authorize the Recipient to use such Confidential Information for the Purpose.
6. NON- CIRCUMVENTION	
6.1.	The PARTIES agree that during the term of this agreement and for a period of 5 years thereafter, they shall not circumvent, attempt to circumvent, or bypass the intent of this agreement by engaging in direct transactions or communications with any referred party for the purpose of conducting business transactions related to the purpose of this agreement, without the express written consent of the other party.
	The PARTY further agrees not to disclose any confidential information obtained through the referral process to any third party without the consent of the other party.
	Any violation of this non-circumvent clause shall constitute a material breach of this agreement and may result in termination of this agreement, as well as any other legal remedies available to the non-breaching party.
6.2.	Clause 6.1. shall survive the termination of this agreement for any reason.
7. TERM AND TERMINATION	
7.1.	If either party decides not to become, or continue to be involved in the Purpose with the other party it shall notify the other party in writing immediately. The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of five (5) years from the termination of this Agreement.
7.2.	Termination of this Agreement shall not affect any accrued rights or remedies to which either party is entitled.



8. ENTIRE AGREEMENT AND VARIATION	
8.1.	This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
8.2.	Each party agrees that it shall have no remedies in respect of any representation or warranty that is not set out in this Agreement.
8.3.	No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorized representatives).
9. NO WAIVER	
9.1.	Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
9.2.	No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
9.3.	A party that waives a right or remedy provided under this Agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
10. ASSIGNMENT	
10.1.	Except as otherwise provided in this agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it.
11. NOTICES	
11.1.	<p>Any notice or other communication required to be given under this agreement, shall be delivered to each party required to receive the notice or communication at its e-mail address as set out below:</p> <p>(a) Company Name, Name of Representative, Designation : Email Address; and (b) GlobiancPay Limited, CEO Oliver Marco La Rosa: info@globiancepay.com (c) or as otherwise specified by the relevant party by notice in writing to each other party.</p>
12. NO PARTNERSHIP	
12.1.	Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.



13. THIRD-PARTY RIGHTS

- 13.1. A person who is not a party to this agreement shall not have any rights under or in connection with it.

14. SEVERABILITY

- 14.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever:
- (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law;
 - (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and
 - (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 15.2. The parties irrevocably agree that the courts of England and Wales shall have nonexclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

16. OTHER TERMS

- 16.1. This Agreement concluded in English language in two copies with the same legal validity.

SIGNATORIES

Signed by Name of Representative on behalf of Company Name

Signed by Oliver Marco La Rosa for and on behalf of GlobiancePay Limited



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