

AGREEMENT

These Terms of Service and any amendments and restatements hereof (the "Agreement") form a legal agreement covering the provision of services from Payport to you, including offering a marketplace to enable buyers and sellers of "Digital Assets" (such term to be broadly understood to include digital currencies such as Bitcoin, Tether, and others, supported by a Payport wallet) to engage in transactions with each other (the "Marketplace"), offering hosted digital wallet services, holding and releasing Digital Assets as instructed upon completion of a purchase of Digital Assets and any other services described in this Agreement (collectively the "Services" and individually, a "Service") provided by PAYPORT PLATFORM, S.R.L. and all of its affiliates (collectively, "Payport" or "we" or "us" or the "company") to you as an individual (also referred to as a "user" or "you"), payport.company and its related Services are owned and operated by Payport. Your use of the Services will be governed by this Agreement, along with our Privacy Policy.

THESE TERMS REQUIRE THE USE OF ARBITRATION ONLY TO RESOLVE DISPUTES.

By signing up to use an account through Payport, or any associated websites, APIs, or mobile applications, including any URLs operated by Payport (collectively the "Payport Website" or the "Website"), you agree that you have carefully and thoroughly read, understand, and accept all of the terms and conditions contained in this Agreement including our Privacy Policy.

THE VALUE OF DIGITAL ASSETS CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU LOSE MONEY BUYING, SELLING, HOLDING, OR INVESTING IN DIGITAL ASSETS. YOU SHOULD CAREFULLY CONSIDER WHETHER TRADING OR HOLDING DIGITAL ASSETS IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION.

About Payport and its Services

Payport is a leading peer-to-peer marketplace to facilitate the purchase and sale of Digital Assets. Payment methods are negotiated and exchanged on a peer-to-peer basis between the buyers in the Marketplace ("Buyers") and sellers in the Marketplace ("Sellers"). Our users agree upon which payment methods to use to complete a transaction and are fully responsible and liable for using such payment methods in a lawful manner.

Payport also offers hosted digital wallet services through a leading global digital asset wallet provider. Our worldwide user base is able to post offers to either buy or sell Digital Assets in a variety of convenient methods. The creator of the offer is responsible for listing the terms of the transaction, including the payment methods the Seller will accept. Once an offer is selected by another Payport user, the Seller's Digital Assets are locked as part of our transaction procedures (which we refer to as "Payport Escrow") until all conditions necessary to consummate the transaction have occurred. The sale is complete and Digital Assets are unlocked and released to the Buyer by the Seller once the Buyer has completed the terms of the transaction and payment has been confirmed valid and received by the Seller. Payport DOES NOT ACT AS A PAYMENT PROCESSOR OR A PAYMENT SERVICE PROVIDER. ALL LIABILITY FOR SENDING AND RECEIVING PAYMENT AND CONFIRMING THE VALIDITY OF THE TRANSACTIONS LIE BETWEEN THE BUYER AND SELLER. The Digital Assets we lock are released back to the Seller if the Buyer chooses to cancel the transaction. The Seller may not cancel the transaction at any point. The Seller only has the option to unlock the Digital Assets and release it to the Buyer. This is for the security protection of the Buyer. Should a Seller need to cancel the transaction due to a Buyer not following the terms of the transaction, they must start a dispute and provide a valid reason.

Transactions on our Website are conducted between the Buyers and Sellers. Accordingly, Payport is not a party to any transaction.

The hosted digital currency wallet service provided by Payport is a secure method of storing, sending, and receiving digital currency. All digital currency transactions occur within the digital currency network, not on Payport. There are no guarantees that the transaction will process on the digital currency network. Payport reserves the right to refuse to process any transaction if required by law or if we deem the transactions to be against our terms and conditions in this Agreement. You hereby accept and acknowledge that you take full responsibility for all activities that occur under your wallet and accept all risks of any authorized or unauthorized access to your wallet, to the maximum extent permitted by law.

1. GENERAL

1.1. We reserve the right to amend, modify, change or revise this Agreement at any time for any reason without liability, in our sole and absolute discretion and without prior notice. Any such changes in respect of your use of the Services will take effect when posted on the Payport Website and not retroactively. If you have supplied us with an email address, we may also notify you by email that the Agreement has been revised. If you do not agree to the terms of the revised Agreement, your sole and exclusive remedy is to promptly terminate your use of the Services and close your account.

1.2. It is your responsibility to read the Agreement carefully and periodically review this Agreement as posted on the Payport Website. Your continued use of the Services shall signify your acceptance to be bound by the then-current Agreement.

1.3. Failure or delay by Payport in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of our rights or remedies.

2. ACCOUNT & REGISTRATION

2.1. In order to use the Services, you will need to register an account through our Website. During the registration process, we will ask you for certain information, including but not limited to, your name, address and other personal information to verify your identity. We may, in our sole and absolute discretion, refuse to maintain an account for you. You hereby accept and acknowledge that you:

- a) are of legal age in your respective jurisdiction to agree to this Agreement; and
- b) have not previously been suspended or removed from using our Services.

2.2. By using your account, you agree and represent that you will use our Services for yourself and you may not use your account to act as an intermediary or broker for any other third party, person or entity. Your account is a personal account and may only be used for lawful purposes and in accordance with this Agreement. Unless expressly authorized by Payport, you are only allowed to have one account and are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to people or entities other than yourself. You are solely responsible and liable for all activities that occur under your account and for maintaining adequate security and control of any and all usernames, email addresses, passwords, two-factor authentication codes or any other codes or credentials that you use to access the Services. Your account must not contain misleading or fraudulent information. Creating false information for your account, falsifying your country of origin or providing fraudulent identification documents is strictly prohibited. We reserve the right to suspend, freeze or terminate your account if you provide inaccurate, incomplete, or false information, violate this Agreement, or act, or omit to act in contravention of applicable law.

2.3. During the registration of your account, you agree to provide us with the information we request for the purposes of identity verification and for the purpose of complying with applicable law, including, but not limited to, the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. From time to time, we may request certain information and/or documents that will help us verify your identity. You will need to complete certain verification procedures before you are permitted to use the Services,

which procedures may be modified as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, social security number, taxpayer identification number, and government identification. In providing us with this or any other information that may be required, you confirm that all of the information is true, complete, accurate and not misleading. It is your responsibility to ensure that your information (including your contact information) remains accurate and updated. You agree to promptly keep us updated if any of the information you provide changes. YOU AUTHORIZE US TO COLLECT AND PROCESS DATA ABOUT YOU AS WE DEEM NECESSARY TO VALIDATE YOUR IDENTITY FOR FRAUD, REGULATORY COMPLIANCE, INTEGRITY AND RISK PURPOSES.

FURTHER, YOU AUTHORIZE US TO MAKE INQUIRIES OR COLLECT INFORMATION ABOUT YOU, WHETHER DIRECTLY OR THROUGH THIRD PARTIES, THAT WE CONSIDER NECESSARY TO VERIFY YOUR IDENTITY OR PROTECT YOU AND/OR US AGAINST FRAUD OR OTHER FINANCIAL CRIME, AND TO TAKE ACTION WE DEEM NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. WHEN WE CARRY OUT THESE INQUIRIES, YOU ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL

We reserve the right to suspend, freeze or terminate your account if we are unable to verify your identity or, if upon verification, we are prohibited by applicable law from allowing you to use the Services.

2.4. If you are using the Services on behalf of a legal entity such as a corporate entity, you further represent and warrant that:

- a) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
- b) you are duly authorized by such legal entity to act on its behalf.

2.5. You are solely responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access your account and our Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access or denial of access to your account by third parties and the loss or theft of any Digital Assets and/or funds associated with your account, including your linked payment methods. You agree to secure your account and any device used to access your account or the services. You agree that we may, in our sole discretion, limit your access or use of your account, including by suspending your account, placing a hold on available Digital Assets, canceling or rejecting pending transactions, reversing transactions, among other actions we may deem necessary pending our risk review and verification of your identity. These limitations are intended to protect your account and other Payport users and comply with applicable law. In some instances, you will be required to take actions, such as providing additional information we determine necessary to remove certain limitations prior to you regaining full access to your account. Our decisions related to account limitations or the use of our proprietary fraud and risk modeling is confidential and disclosure of such information may compromise the integrity of our Services. You agree that we have no obligation to disclose, either directly or indirectly, the details of our risk management or information security procedures to you. Additionally, in some instances, we may be restricted by applicable law from disclosing certain information to you about such decisions. You are solely responsible for keeping your email address, telephone number and other contact details up to date in your account profile in order to receive any notices or alerts that we may send you. You should never allow remote access or share your computer screen with someone else when you are logged on to your account. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Payport and/or your failure to follow or act on any notices or alerts that we may send

to you.

2.6. To use our Services you may need to fulfill certain legal obligations in your country and/or state of residence. By accepting these terms in this Agreement, you confirm that you have reviewed your local laws and regulations and that you are aware of, and fulfill, any and all such obligations. Due to legal or regulatory prohibitions, we do not offer the use of our Services in certain jurisdictions. By accepting the terms in this Agreement, you confirm that you are not a resident or governed by the laws and regulations of those jurisdictions.

2.7. We may not make all of the Services available in all markets and jurisdictions and may restrict or prohibit use of all or a portion of the Services from certain jurisdictions ("Restricted Jurisdictions"). Restricted Jurisdictions include without limitation jurisdictions that are the subject of comprehensive country-wide, territory-wide or regional sanctions and jurisdictions that are identified by us from time to time at our sole and absolute discretion without prior notice to you. You must not attempt to use our Services if you are located in any of those Restricted Jurisdictions. You must not attempt to circumvent any restrictions imposed via the Services, such as by obscuring your IP address or submitting any inaccurate information regarding your location. In addition, the Services are not offered to, or intended to be used by, any individual or entity that is the subject of economic or trade sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United Nations Security Council, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union or its Member States, the Monetary Authority of Singapore, or other applicable government authority), or any person or entity that is organized or resident in a country or territory that is the subject of comprehensive country-wide, territory-wide, or regional sanctions. By using the Services, you represent and warrant that neither you, nor any party having a direct or indirect beneficial interest in you, or on whose behalf you are acting as agent or nominee, are the subject of any such economic or trade sanctions and that you will comply with all applicable import, re-import, sanctions, anti-boycott, export, foreign exchange laws and regulations. If you do not agree, then you must immediately cease using the Services and close your Account.

3. JURISDICTION, ARBITRATION & SEVERABILITY

3.1. This Agreement and your use of the Website and Services shall be governed by and construed in accordance with the laws of Singapore, without regard to principles of conflict of laws.

3.2. Arbitration. You and Payport agree that any dispute, controversy or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The tribunal shall consist of one (1) arbitrator. Each party will be responsible for any other fees or costs, such as legal fees that the party may incur.

3.3. If any part of this Agreement is held by any arbitrator or court of Singapore to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected. Any headings contained in this Agreement are for informational purposes only and are not enforceable provisions of this Agreement.

4. PRIVACY POLICY & SECURITY

4.1. We endeavor to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold us responsible for any breach of security unless this is due to our

negligence.

4.2. Please view our official privacy statement: <https://payport.company/privacy>.

5. NO WARRANTY, LIMITATION OF LIABILITY & ASSUMPTION OF RISK

5.1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Payport SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT REGARDING THE SERVICES, THE WEBSITE, YOUR ACCOUNT, ANY FEATURE THEREOF, OR ANY SUBJECT MATTER COVERED BY THE SUBSTANCE OF THIS AGREEMENT. Payport DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. Payport IS NOT LIABLE FOR ANY DISRUPTION OR LOSS A USER MAY SUFFER INCLUDING, BUT NOT LIMITED, TO HARDWARE FAILURE, SOFTWARE ISSUES, INTERNET CONNECTION FAILURE, MALICIOUS SOFTWARE, THIRD PARTY INTERFERENCE LEADING TO LOSS OR LACK OF ACCESS TO YOUR ACCOUNT OR WALLET AND OTHER USER DATA, SERVER FAILURE OR DATA LOSS. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES AND WEBSITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE VARIOUS RISKS INHERENT TO USING DIGITAL CURRENCY INCLUDING BUT NOT LIMITED TO HARDWARE FAILURE, SOFTWARE ISSUES, INTERNET CONNECTION FAILURE, MALICIOUS SOFTWARE, THIRD PARTY INTERFERENCE LEADING TO LOSS OR LACK OF ACCESS TO YOUR ACCOUNT OR WALLET AND OTHER USER DATA, SERVER FAILURE OR DATA LOSS. YOU ACCEPT AND ACKNOWLEDGE THAT Payport WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DIGITAL ASSETS OR FUNDS HACK, DATA BREACHES, NON-DELIVERY OF PAYMENTS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING THE SERVICES, HOWEVER CAUSED.

5.2. IN NO EVENT SHALL Payport, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ADVISORS, CONSULTANTS OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF TOTAL FEES PAID BY YOU FOR THE SERVICE THAT IS SUBJECT OF THE CAUSE OF ACTION IN THE TWELVE (12) MONTHS PRIOR TO THE LOSS ARISING OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR LOSS OF BUSINESS OPPORTUNITY OR GOODWILL, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SITE OR THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF Payport HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF Payport'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5.3. We do not own or control the underlying software protocols which govern the operation of Digital Assets. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. In particular, the underlying protocols

may be subject to sudden changes in operating rules (including “forks”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of such digital currency. Payport does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Payport in determining whether to continue to use the Services. In the event of any such operational change, Payport reserves the right to take such steps as may be necessary to protect the security and safe operation of its platform, including temporarily suspending operations for the involved digital currency(ies), and other necessary steps. Payport will use its reasonable efforts to provide you notice of its response to any material operating change; however, such changes are outside of our control and may occur without notice to Payport. Our response to any material operating change is subject to our sole discretion and includes deciding not to support any new fork or other actions. You acknowledge and accept the risks of operating changes to Digital Assets’ protocols and agree that Payport is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Payport has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported currencies or protocols.

5.4. In using our Services, you may view content or utilize Services provided by third parties, including hyperlinks to third-party websites and services of such parties (“3rd party content”). We do not endorse, adopt or control any 3rd party content and will have no responsibility or liability for such 3rd party content whatsoever and any 3rd party content shall not be construed as part of the Services that we provide. We do not make any warranty or representation as to the accuracy or operability of any 3rd party content. You further acknowledge and agree that this Agreement is between you and Payport, not with any third party service providers. In addition, your dealings or correspondence with such third parties are solely between you and the third parties and your use of any 3rd party content may be subject to your acceptance of separate agreements with such third parties. We are not a party to those agreements, but to use the Services, you must agree to comply with all applicable third party agreements. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and you understand that your use of 3rd party content, and your interactions with third parties, is solely at your own risk.

5.5. For the avoidance of doubt, Payport does not provide investment, tax, or legal advice. All transactions through our Marketplace are conducted on a peer-to-peer basis between the Seller and Buyer and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. From time to time, we may provide educational information about our platform and products, in order to assist users in learning more about our Services. Information may include, but is not limited to, blog posts, articles, links to 3rd party content, news feeds, tutorials, and videos. The information provided on the Website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the Website’s content as such. Before making the decision to buy, sell or hold any Digital Assets, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Payport will not be held responsible for the decisions you make to buy, sell, or hold Digital Assets based on the information provided by Payport.

5.6. You agree that we are not liable for any price fluctuations in Digital Assets. In the event of market disruption or a Force Majeure event (as described in Section 15), we may do one or more of the following:

- a) suspend access to the Services; or

b) prevent you from completing any actions via the Services.

We will not be liable for any losses suffered by you resulting from such actions. Following any such event, when Services resume, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

5.7. We make no warranty that the Website, or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on the Website.

6. RELEASE OF Payport & INDEMNITY

6.1. If you have a dispute with one or more users of our Services, you release Payport, its affiliates and service providers, and each of its or their respective officers, directors, employees, agents and representatives, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. To the extent permitted by applicable law, you agree to defend, indemnify and hold Payport, its affiliates and each of its or their respective officers, directors, employees, agents and representatives, harmless from any claim or demand (including legal fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

7. TRANSACTIONS ON Payport'S MARKETPLACE

When a user initiates a transaction for the purchase or sale of Digital Assets, the transaction is consummated pursuant to this Agreement and to the additional terms, if any, detailed by the user or the user's counterparty. A step-by-step guide on [buying](#) and [selling](#) Digital Assets on the Payport Marketplace.

The following general terms apply to each transaction described below:

7.1. Buying Digital Assets via soliciting an offer.

When purchasing Digital Assets on the Payport Marketplace:

a) There are no fees for Payport Escrow as part of a transaction that are payable by Buyers on our Marketplace.

b) Offers from Payport counterparties have their own terms and conditions and each offer will vary in exchange rate, speed of exchange, and other terms and conditions imposed by a Seller. By accepting a Seller's offer you agree to be bound by the terms and conditions of that offer. The terms and conditions specified by the Seller are valid in all cases except when they contradict or violate this Agreement, are illegal, are unreasonable or otherwise difficult to comply with (as determined in Payport's sole and absolute discretion), or if both users of the transaction consent to alter the terms and conditions of such offer. IT IS YOUR RESPONSIBILITY TO CAREFULLY READ THE SELLER'S OFFER TERMS AND CONDITIONS AND FOLLOW THEM EXACTLY. IF YOU DO NOT FOLLOW THE OFFER TERMS AND CONDITIONS, YOUR PAYMENT WILL NOT BE ACCEPTED. NEVER SUBMIT PAYMENT UNLESS YOU HAVE FOLLOWED ALL TERMS AND CONDITIONS LISTED IN THE OFFER. IF YOU SUBMIT PAYMENT WITHOUT FOLLOWING THE TERMS AND CONDITIONS, Payport CANNOT ASSIST YOU IN A DISPUTE PROCESS TO RECOVER YOUR PAYMENT.

c) Payment verification and providing instruction to unlock Digital Assets from Payport Escrow are the sole obligations of the Seller and not that of Payport. If the Seller does not release the Digital Assets to you upon proper completion of the Seller's terms and conditions, promptly report the issue via the designated dispute button within the particular transaction chat. Payport customer service support will review and settle the dispute.

7.2. Selling Digital Assets

When selling Digital Assets on the Payport Marketplace:

a) Sellers must verify and process the payment in a reasonable amount of time, and within a certain amount of time as specified in the offer terms. Once the Buyer has submitted payment to you in accordance with the offer terms, it is your sole duty and responsibility to promptly verify and process the payment and then unlock the Digital Assets from Payport Escrow and release it to the Buyer. If you do not follow the instructions on the offer, you may not be entitled to a return of your locked Digital Assets.

b) As a Seller you accept all risks and liabilities for any violation of this Agreement incurred through the sale of Digital Assets. All taxes to be paid are your responsibility. Unless determined otherwise in Payport's sole and absolute discretion, Payport shall not reimburse any losses to the Seller whether due to a violation of this Agreement, fraud or otherwise.

c) Any payment received should be fully processed and confirmed as received by you before unlocking the Digital Assets from Payport Escrow. Payport is not responsible for your loss if you prematurely unlock Digital Assets before payment has been properly verified and received by you. You must be attentive and responsive to your Buyer. You should deactivate any inactive offers.

d) Any advertisement of your own website in any section of Payport's Marketplace (such as your bio, offer terms or transaction chat) that would facilitate buying or selling Digital Assets outside of Payport's Services is strictly prohibited. In limited instances, it is permissible to share your website that is created solely for the Seller to receive payment in order to complete the transaction (i.e. trusted third party debit/credit card processing) in the transaction instructions; provided that the use of such external websites are made clear in the offer terms and such websites may not contain any other advertisements or your contact information.

7.3. Compliance

a) Payport and the Services are not affiliated or associated with, nor endorsed or sponsored by any third party. Designated trademarks, brands, and other identifiers are solely the property of their respective owners. Payport and its Services are not endorsed, sponsored, associated or affiliated in any way by or with such owners.

b) YOU ARE WHOLLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS FOR THE JURISDICTION(S) IN WHICH YOUR TRANSACTION TAKES PLACE.

c) All transactions must take place within the Payport platform. Taking transactions outside the Payport platform or exchanging external contact details are strictly prohibited.

7.4. Transfer Limitations. We may, in our sole discretion, impose limitations or restrictions on the size, type, or manner of any proposed transfer transactions, such as a limit on the total amount of Digital Assets that may be posted for sale. You agree that we are not liable for the delay or the non-delivery of a transfer, or for any consequences resulting therefrom, in the event that:

a) the transaction is being reviewed or placed on hold due to our transaction review process;

b) the Digital Assets in your account are insufficient to complete the transaction;

c) our Services are interrupted for reasons beyond our control;

d) the intended recipient fails to open an account, obtain approval, and claim the Digital Assets in a timely manner; or

e) we have placed a limitation on your account and/or the recipient and you are unable to take the actions required for us to lift the limitation to our satisfaction.

7.5. No Guarantee. Payport does not guarantee that you will be able to sell

Digital Assets on its Marketplace. The act of buying or selling Digital Assets via Payport's Marketplace does not guarantee that you will be able to buy or sell Digital Assets via the Marketplace at a later time.

7.6. Relationship. Nothing in this Agreement is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship, you and Payport being with respect to one another independent contractors.

7.7. Accuracy of Information. You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that Payport is not responsible for any errors or omissions that you make in connection with any transaction initiated via the Services, for instance, if you mistype a Wallet address or otherwise provide incorrect information. We strongly encourage you to review your transaction details carefully before completing them via the Services.

7.8. No Cancellations or Modifications; Wallet Activities. Once transaction details have been submitted to the digital currency network via the Services, Payport cannot assist you with canceling or otherwise modifying your transaction. Payport has no control over any digital currency network and does not have the ability to facilitate any cancellation or modification requests. Digital Assets are always recorded on their respective networks or blockchains. All digital currency transactions occur within the digital currency network, not on Payport. There are no guarantees that the transaction will process on the digital currency network. Payport reserves the right to refuse to process any transaction if required by law or if we deem the transactions to be against our terms and conditions in this Agreement. You hereby accept and acknowledge that you take full responsibility for all activities that occur under your Wallet and accept all risks of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.

7.9. Taxes. It is your responsibility to determine what, if any, taxes (including, but not limited to, value added tax, goods and services tax, or sales taxes) apply to the transactions for which you have submitted transaction details via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Your transactions may also be subjected to other tax and reporting requirements, such as for personal income taxes. You agree that Payport is not responsible for determining whether taxes apply to your digital currency transactions or for collecting, reporting, withholding or remitting any taxes arising from any digital currency transactions. Payport does not and cannot advise you on the tax consequences of use of the Services. We do not collect any taxes on your behalf. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive, and if so, to collect, report and/or remit the correct tax to the appropriate tax authority.

7.10. User Reputation. When you engage in a Transaction, we allow other users to provide feedback on their interaction with you. We also permit users to file reports if the users believe you have violated this Agreement in any way. These reports are confidential, but we may use them in connection with a dispute.

7.11. Transaction History. You may view your transaction history through your Account. You agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such transaction.

8. FEES FOR USING Payport SERVICES

8.1. Creating a Wallet is free. Payport charges fees for Services, applicable fees will be displayed prior to you using any Service to which a fee applies. Our fees are subject to change and Payport reserves the right to adjust its pricing and fees and at any time. Your continued use of the Services thereafter will be deemed to be acceptance of notice. Additionally, your Payment Method provider may impose additional fees in connection with your use, or attempted use, of your Payment Method.

9. NO RIGHT TO CANCEL SERVICES OR MINERS FEES

9.1. If you use a Service to which a charge applies, or you initiate a transaction with a miners fee via the Services, you will not be eligible for a refund or reimbursement once you have confirmed that you wish to proceed with the Service or transaction.

10. DISCONTINUANCE OF SERVICES

10.1. We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

11. SUSPENSION OR TERMINATION OF SERVICES & ACCOUNT; LIMITING ACCESS TO YOUR WALLET

11.1. We may in our sole and absolute discretion, immediately and without prior notice:

- a) suspend, restrict, or terminate your access to any or all of the Services (including limiting access to your Wallet), and/or
- b) deactivate or cancel your account if:
 - we are so required by applicable law, a facially valid subpoena, court order, or binding order of a government authority;
 - we reasonably suspect you have or may act in violation of this Agreement;
 - use of your account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity;
 - our service partners are unable to support your use;
 - you take any action that we deem as circumventing our controls and procedures or
 - we think it is necessary to do so to protect us, our users, including you, or our employees from danger or loss. If we exercise our rights to limit or refuse your access to the Services, we will not be responsible for any consequences of our refusal to give you access to the Services, including any delay, damage or inconvenience you may suffer as a result.

11.2. If we suspend or close your account, terminate your use of the Services for any reason, or limit access to your Wallet, we will, to the extent that applicable law permits, attempt to provide you with notice of our actions by contacting the primary contact information we have for you in our records unless a court order or other legal process prohibits us from providing you with such notice. YOU ACKNOWLEDGE THAT OUR DECISION TO TAKE CERTAIN ACTIONS, INCLUDING LIMITING ACCESS TO, SUSPENDING, OR CLOSING YOUR ACCOUNT OR WALLET, MAY BE BASED ON CONFIDENTIAL CRITERIA THAT ARE ESSENTIAL TO OUR RISK MANAGEMENT AND SECURITY PROTOCOLS. YOU AGREE THAT Payport IS UNDER NO OBLIGATION TO DISCLOSE THE DETAILS OF ITS RISK MANAGEMENT AND SECURITY PROCEDURES TO YOU. In the event that we suspend your account or access to your Wallet, we will remove the suspension as soon as possible once the reasons for the suspension no longer exist, however we are under no obligation to notify you as to when (if ever) such suspension will be removed.

11.3. You may not close your account to evade an investigation. If you attempt to close your account while we are conducting an investigation, you agree that we may hold the Digital Assets in your account for up to [365] calendar days to protect us or any third party against the risk of any claim.

12. PROHIBITED USE

12.1. When accessing or using the Services, you agree that you will use the Services in accordance with the terms and conditions in this Agreement (including the Privacy Policy) and not commit any unlawful act and that you are solely responsible for your conduct while using our Services.

Without limiting the generality of the foregoing, you agree that you will not:

- a) use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- b) engage in any activity which could violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where we conduct business or operations, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information;
- c) provide us false, inaccurate, incomplete or misleading information;
- d) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- e) send, receive, or participate in what we reasonably believe to be suspicious or potentially fraudulent transactions
- f) interfere with another user's access to or use of any of our 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 other users; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from our Website about other users;
- g) engage in any activity which operates to defraud, defame, threaten, harass or otherwise cause any damage to Payport or our users; or provide any false, inaccurate, deceptive or misleading information to Payport or to another user in connection with our Services or as otherwise provided or requested pursuant to this Agreement;
- h) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; introduce or facilitate the introduction to the Services any virus, Trojan, worms, logic bombs or other harmful material; use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract or surreptitiously intercept or expropriate any system, data or information; attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access; attempt to hack; or placement anywhere within Payport's Marketplace of any advertisement or promotion that would facilitate buying or selling Digital Assets outside of Payport's Services;
- i) 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, or other licensed materials without the appropriate authorization from the rights holder; use of Payport's intellectual property, name, or logo, including use of Payport's trade or service marks, without prior written consent from us or in a manner that otherwise harms Payport or the Payport brand; any action that implies an untrue endorsement by or affiliation with Payport; or develop any third-party applications that interact with our Services without our prior written consent;
- j) take any action that may cause us to lose third party partner services; or
- k) encourage or induce any third party to engage in any of the activities prohibited under this Section I.
- l) We may, at our sole discretion and without waiving any of our rights, freeze, close, cancel, suspend, or limit your use of or access to your account and/or the Services.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. We grant you a limited, non-exclusive, non-transferable license, subject to the terms and conditions in this Agreement, to access and use the Services,

Website, and related content, materials, information (collectively, the “Content”) solely for purposes approved by Payport from time to time. Any other use of the Website or Content is expressly prohibited and all other rights, title, and interest in the Services, Website or Content is exclusively the property of Payport. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Payport. You may not copy, imitate or use any of Payport’s trademarks, registered marks, logos or any of its intellectual property without Payport’s prior written consent.

13.2. Although we intend to provide accurate and timely information on the Payport Website, our Website (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and Services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Payport Website are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties is for informational purposes only and Payport makes no representations or warranties to its accuracy. Links to third-party materials (including without limitation, websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or Services contained in any third-party materials or on any third-party sites accessible or linked to the Payport Website.

14. HOW TO CONTACT US

We recommend you visit our site before contacting us. In the event the FAQ page does not contain the information you are looking for, you may contact us through our support widget located on the FAQ page. Payport is entitled to all rights in any customer question, inquiry, or feedback, including any ideas or suggestions we receive.

15. FORCE MAJEURE

15.1. We shall not be liable for delays, failure in performance or interruption of Service or any loss or damage that you may incur which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, action of government, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, flood, fire, extraordinary weather conditions, earthquake, pandemic, interruption in telecommunications or Internet services or network provider services, power failure or outage, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

16. NATURE OF AGREEMENT

16.1. This Agreement constitutes the entire agreement between you and Payport with respect to the subject matter of the terms and conditions in this Agreement and this Agreement cancels and supersedes any prior understandings and agreements between you and Payport as to that subject matter. You may not assign any of your rights or obligations under this Agreement without our prior written consent.

17. THIRD-PARTY RIGHTS

Except as expressly provided otherwise in this Agreement, a person who is not a party to this Agreement has no right under the laws of Panama to enforce or take advantage of any term of this Agreement.