

THORPAY T&C

These Terms define an electronic agreement between you (the User) and ThorPay (the Company) governing your use of the Thorpay's website (the Site or the Platform), and the services, products and content (the Services) it provides. The collective name Thorpay refers to the Company including its owners, directors, investors, employees and/or other related parties.

These Terms must be carefully considered by the User prior to accessing the Site, its functions and Services. Users are required to read these Terms attentively, understand them and agree to them before starting to utilize the Site and the Services. It is the User's sole responsibility to understand and comply with the laws, rules and regulations in his/her legal jurisdiction that may apply to the use of the Site and the Services. By accessing the Site and the Services you agree to accept these Terms.

Restricted Items/Services

The following items and/or services may not be bought or sold with our service(s):

- Illegal drugs and substances.
- Pornography featuring underage or consenting performers.
- Software or websites with malware, viruses, trojans, spoofing, etc.
- High-yield investment programs (HYIP)
- Content which may be:
 - Libellous or maliciously false;
 - Infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - Be in contempt of any court, or in breach of any court order;
 - Be in breach of racial or religious hatred or discrimination legislation;
 - Be untrue, false, inaccurate or misleading;
 - Constitute spam;
 - Be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory

Liability Limitations

27.1. IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD-PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM:

- THE ACCURACY AND COMPLETENESS OF THE CONTENT ON THE SITE
- THE ACCURACY AND COMPLETENESS OF THE CONTENT ON THE SITES LINKED TO ThorPay (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.)
- THE SERVICES AVAILABLE ON THIS SITE OR ANY OTHER SITES LINKED TO ThorPay (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.)
- PERSONAL INJURIES OR PROPERTY DAMAGES OF ANY KIND
- THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER
- ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR CONTENT, INFORMATION (E.G. PERSONAL, FINANCIAL, ETC.) AND THE STORED DATA
- ANY INTERRUPTION OF SERVICES ON THIS SITE OR ANY OTHER SITES LINKED TO ThorPay (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.)
- ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED TO ThorPay (BY MEANS OF HYPERLINKS, BANNER ADS, ETC.)

- ANY DEFAMATORY, HARASSING, ABUSIVE, HARMFUL, PORNOGRAPHIC, “X-RATED”, OBSCENE, ETC. CONTENT
- ANY LOSSES OR DAMAGES RESULTED BY YOUR USE OF THE SITE AND/OR THE SERVICES BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER THE COMPANY IS INFORMED ABOUT THE PROBABILITY OF SUCH DAMAGES. ADDITIONALLY, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION RELATED TO THIS SITE OR THE SERVICES OUGHT TO BE COMMENCED WITHIN 12 MONTHS SINCE THE CAUSE OF THE ACTION HAS TAKEN PLACE. IN OTHER SITUATION SUCH CAUSE OF ACTION WILL BE BARRED PERMANENTLY. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE COMPANY’S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL COSTS PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE SUBJECT TO THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY APPLIES, TO THE FULLEST EXTENT PERMITTED BY THE LAW, AND WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT, OR YOUR USE OF THIS SITE OR THE SERVICES.
- THORPAY IS NOT LIABLE FOR TRANSACTIONS INITIATED BY THE USER BELOW THE DEFAULT VALUES PRESCRIBED BY THE COMPANY.

Amendments

- ThorPay can modify or amend any part of these Terms any time.
- The revised version of these Terms will be published on this page and will become effective from the moment of publication.
- It is the User's sole responsibility to stay updated with the amendments, to accept them and to agree to them.

- If the User does not agree with any amendments, he/she should terminate the use of the Services, the Account and the Site.
- The User acknowledges and agrees that the Company is not liable to the User for any risks, damages or losses caused by these amendments.

Indemnity

The User agrees to hold ThorPay, its officers, directors, employees, agents, and third-party service providers harmless from any claims, demands, costs, expenses, losses, liabilities and damages of any nature (including, without limitation, attorneys' fees) incurred by the Company, directly or indirectly, from:

- the utilization of the Site, the Services and the Account by the User;
- the violation of these Terms and the agreement by the User;
- the violation of any third-party right, e.g. intellectual property, etc. by the User.

The indemnity obligations endure any termination or expiration of these Terms.

Security

- It is the User's sole responsibility to keep his/her Account details (e.g. merchant ID, password, email, Wallet address, balance, etc.) secret from any third parties or entities.
- Any attempts to derive the User's password by the ThorPay staff or any third-party website should be reported to the Company.
- The ThorPay staff will never ask the User to disclose his/her password.
- The ThorPay Platform Users are advised to change the password regularly (every few months) to prevent the risk of any security breach of the Account.

- Users are advised to choose a password that doesn't contain any personal information about the User, that can easily be guessed.
- It is the User's sole responsibility to ensure that no one is watching him/her when the Account is being accessed.
- In case the User has any concerns about the security of his/her Account, e.g. the loss or theft of the login details or password, an attempt of unauthorized access or other security feature being lost, stolen, misappropriated, used without authorization, etc. it is recommended that the User should change the password and contact support immediately.
- The Company is not liable for any security breach on the User's Account.
- In order to advance of security of his/her Account, the User is advised to enable two-factor authentication.

Order Execution

- The ThorPay Platform Services (including cryptocurrency trading) are only available to registered Users.
- The exchange orders on the Platform will be fulfilled at the best possible market price available at the time of the deal.
- The prices displayed on the mobile applications and the Site are subject to changes, and therefore cannot be guaranteed to remain unchanged when the transaction takes place.
- You agree that, despite any circumstances, the Company is not responsible for any delays in filling orders or failures to deliver and perform them.

- As soon as the order is filled, you are notified that the action cannot be reversed by the Platform.
- Extract profits by exploiting pricing differences across different products related to the ThorPay Platform as well as the arbitrage trading are strictly prohibited.
- The ongoing trading activities are monitored within the ThorPay system, and if Users are suspected in being engaged in illegal trading, any funds obtained within the platform in this manner will be withheld, while the User's account can be suspended.
- Any software is vulnerable to bugs at any moment in time.
- We do our best for the optimal maintenance of the ThorPay Platform, however, we cannot always preclude the occurrence of bugs and other system malfunctions from happening.
- The other system issues may include errors in the software, the code, the configuration, the hardware, the network, the errors resulted by the other issues of the system outlined in, but not limited to these Terms.
- The Company is not responsible for any losses of data, or funds, caused by the aforementioned malfunctions.
- Additionally, the Company reserves the right to rollback, revert any trades or actions from the Users that occurred as a result of either an intentional or unintentional malfunctioning of the system, that may cause losses to our business due to the issues in the setting of the system that could leave an impact on our pricing, quoting, markets, order management layers of the system (order entry, positions) or any other features included in the system at the time when the incident occurred.

- The Company and its affiliates are not liable for any loss, or damage incurred by the Users, resulted by their improper utilization of the Platform, and/or their failure to understand the functioning of virtual currencies and the markets, on which these virtual currencies operate.
- The Company represents a medium, which allows Users and members to exchange, buy, sell, and/or store certain virtual currencies. However, the Company and its affiliates make no warranties to the value, the use and the legality of the supported Cryptocurrencies.

Privacy Policy and Personal Information

- The Company will not disclose your private information, which may non-exhaustively include: personal particulars, financial details, correspondence with customer, employment details, tax and insurance information, banking information, risk profile, investment details, assets, etc. to other Users of the Platform.
- The confidentiality of your private information is safeguarded by firewalls and SSL, user interfaces (e.g. mobile apps), and server processes as prescribed by the industry standards.
- All security measures are vulnerable to attacks and break-ins despite the measures taken by the Company to prevent the User's private information from disclosure.

- The Company gives no guarantee in the effectiveness of the measures and the Company's ability to prevent the unlawful activities committed by other parties (e.g. accessing the private information of the Users).
- We, on behalf of the Company, will do our utmost to prevent any information leakage and unlawful activities.
- The Company does not guarantee that any personally-identifiable information provided by Users will not under any circumstances be disclosed to public.
- The Company will not share your information with the third parties except for disclosures upon lawful requests from the legal authorities and institutions or in accordance with the applicable laws.
- The Company can also share the User's Account details or the other information when it is necessary for law compliance purposes and for the sake of the Company's interests or property protection.
- The User agrees that Privacy and Personal Information Policies may include sharing your information with the third parties e.g. companies, agents, governmental institutions and/or lawyers.

Data Protection and Copyright

- All Content on the ThorPay Platform is owned by the Company as intellectual property, and is subject to copyright.

- No part of the Content can be copied, distributed, modified, published, or transmitted by any means without the official permission of the Company and a reference to the Platform and/or the Site.
- Violating this policy can be considered as infringement of the Company's intellectual property rights and can entail penalties of criminal and civil character.
- Note that this Agreement does not grant you any permission to use the Content.
- The Platform in its turn can make some of its content such as market data (the value and the other information related to digital currencies it supports) available to the public other than its Users.
- Having received access to such data, you as a User agree to abide by the Company's copyright policy.
- The User will not redistribute, retransmit, duplicate, or otherwise make use of such data in an unlawful way by any means.
- Any distribution or transmission of the Platform's live market data is considered as a material breach of this Agreement and the violation of these Terms.
- The User agrees that the Company is not liable for any fallacy in the live market value data provided on the Site.
- The Content including but not limited to trademarks, trade names, service marks, logos, software, applications, text, images, graphics, data, prices, trades, charts, graphs, videos, audio materials, etc. displayed on the Site are the Company's property, and therefore should not be copied, reproduced, modified, posted,

transmitted or distributed in an unauthorized way without the official permission of the Company.

- The Content cannot be used and/or reproduced for any purpose without expressing the prior written consent of the Company.
- The unauthorized use of the content presented on the Site is strictly prohibited by the copyright, and in case of violation can entail criminal and/or civil penalties.

Withdrawals

- The Company can change and increase the amount of Withdrawal Fee at any time for various reasons.
- Any such changes will make an immediate effect upon the functioning of the Platform and the Site.
- The actual amount of the Transaction Fee will be charged from each User individually in accordance with the type of Transaction, the type of Account (User or Merchant) and the type of cryptocurrency.
- Withdrawals from ThorPay are subject to fees and cryptocurrency network/blockchain fees.
- Spreads are different for each cryptocurrency and for each merchant.