



# PASOPAY

## Terms Of Service Agreement

Last Updated: March 3, 2026

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND A WAIVER OF CLASS ACTION RIGHTS (SEE SECTION 11). IT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.**

## 1. ACCEPTANCE OF TERMS

This Terms of Service Agreement (the "**Agreement**" or "**Terms**") is a binding legal contract between you (hereinafter referred to as "**User**," "**Client**," or "**You**") and **Pasopay Global Solutions Limited**, a corporation organized and existing under the laws of the United States of America (hereinafter referred to as "**Company**," "**Pasopay**," "**We**," or "**Us**").

By creating an account, accessing the website, or using any services provided by Pasopay (collectively, the "**Services**"), You expressly acknowledge that You have read, understood, and agree to be bound by these Terms and our Privacy Policy. If You do not agree to these Terms, You must immediately cease all use of the Services.

## 2. ELIGIBILITY AND REPRESENTATIONS

By accessing or using the Services, You represent and warrant that:

- **Legal Capacity:** You are at least eighteen (18) years of age and possess the legal authority, right, and freedom to enter into this Agreement and to form a binding contract under the laws of the United States or Your applicable jurisdiction.
- **Compliance:** You are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services (including, without limitation, Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, and Luhansk regions of Ukraine). You are not identified as a "Specially Designated National" by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).
- **Accuracy:** All information provided by You to Pasopay during the registration process is true, accurate, current, and complete.

## 3. DESCRIPTION OF SERVICES

Pasopay provides a comprehensive digital asset platform that may include, but is not limited to:

1. **Digital Wallet Services:** Custodial and non-custodial management of cryptographic keys.
2. **Exchange Services:** Execution of purchase and sale orders for Digital Assets.
3. **Payment Processing:** Facilitation of fiat and cryptocurrency transfers.

**Modification of Services:** Pasopay reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Pasopay shall not be liable to You or to any third party for any modification, suspension, or discontinuance of the Services.

## 4. USER CONDUCT AND PROHIBITED ACTIVITIES

You agree to use the Services only for lawful purposes. You are strictly prohibited from using the Services for:

- **Illegal Activities:** Any activity that violates any applicable federal, state, or local law, including but not limited to money laundering, gambling, terrorist financing, or fraud.
- **Sanctions Evasion:** Conducting transactions with any individual or entity sanctioned by OFAC, the UN, or the EU.
- **Abuse:** Interfering with or disrupting the integrity or performance of the Services, including transmitting viruses, malware, or other harmful code.

Pasopay reserves the right to **freeze, suspend, or terminate** Your Account immediately and without prior notice if We suspect, in our sole discretion, that You have violated this Section 4.

## 5. FEES, PAYMENTS, AND TAXES

- **Service Fees:** You agree to pay all applicable fees related to Your use of the Services as set forth on our Fee Schedule, which is incorporated herein by reference. Pasopay reserves the right to adjust its pricing and fees at any time.
- **Authorization:** You hereby authorize Pasopay to deduct any applicable fees directly from Your Account balance.
- **Taxes:** It is Your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions You conduct through the Services, and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Pasopay is not responsible for determining, withholding, collecting, or remitting any taxes.

## 6. RISK DISCLOSURE

**WARNING: THE VALUE OF DIGITAL ASSETS CAN BE EXTREMELY VOLATILE.**

By using the Services, You acknowledge and accept the following risks:

- **Market Risk:** Digital assets are subject to high market volatility. You may lose the entire value of Your assets.
- **Technical Risk:** Blockchain networks are decentralized and beyond Pasopay's control. We are not responsible for network congestion, failures, or high transaction fees.
- **Regulatory Risk:** The regulatory environment for digital assets is evolving. New laws or regulations could adversely affect Your ability to use the Services.

## 7. INTELLECTUAL PROPERTY RIGHTS

All content included in or made available through the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Pasopay or its content suppliers and is protected by United States and international copyright laws.

## 8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PASOPAY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

## 9. LIMITATION OF LIABILITY

IN NO EVENT SHALL PASOPAY, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL PASOPAY'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR THE AMOUNTS PAID BY YOU TO PASOPAY FOR THE PAST TWELVE (12) MONTHS OF THE SERVICES IN QUESTION.

## 10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Pasopay, its parent, subsidiary, and affiliate companies, and their respective officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Your use of and access to the Services; (b) Your violation of any term of this Agreement; or (c) Your violation of any third-party right, including without limitation any copyright, property, or privacy right.

## 11. DISPUTE RESOLUTION: BINDING ARBITRATION AND CLASS ACTION WAIVER

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the United States, without regard to its conflict of law provisions.
- **Binding Arbitration:** Any dispute, controversy, or claim arising out of or relating to this Agreement, including the validity, invalidity, breach, or termination thereof, shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The seat of arbitration shall be in the United States. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- **Class Action Waiver:** YOU AND PASOPAY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## 12. MISCELLANEOUS

- **Entire Agreement:** This Agreement, together with the Privacy Policy, constitutes the entire agreement between You and Pasopay regarding the Services.
- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.
- **No Waiver:** Pasopay's failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.
- **Contact Us:** For legal notices and correspondence: [corp@pasopay.org](mailto:corp@pasopay.org).

## 13. LEGAL INFORMATION

- Company Name: Pasopay Global Solutions Limited
- Registration Jurisdiction: New York, United States of America
- DOS ID Number: 7848925