

## Heropayments Terms of Service

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- Please, read these Heropayments Terms of Service (the **“Terms”**) carefully as they form a binding legal agreement between person or legal entity (**“you”**, the **“User”**) and **Heropayments**

- The Terms govern the use of the website <https://heropayments.io/> (the **“Website”**) and all other related websites and services available on or through any of the foregoing (collectively, the **“Services”**). These Terms do not govern your access and use of any software, websites and services which may be made available to you under separate license terms from the third party service provider.
- The current effective version of the Terms is located at the Website: <https://heropayments.io>. Heropayments may make changes to the Terms from time to time. When such changes are made, Heropayments will make the updated Terms available on or through the Website. Please, check these Terms periodically for changes. Your continued use of the Services after such changes have been published on or through the Website shall constitute your binding acceptance of such changes.
- Using of the Services constitutes an acceptance and confirmation of your consent to be bound by these Terms, all applicable laws and regulations, and you agree that you are responsible for compliance with and that you are compliant with these Terms and the applicable laws. If you do not agree with all these Terms, then you shall not access or use any of our Services.

### 1. OUR SERVICES

1.1. Through our Services we provide the User who offer their products/goods or services for business purposes (hereinafter referred as **“Merchants”**) with simple and convenient way to receive the remuneration for such products/goods or services in cryptocurrency, at the same time we provide persons that are intended to purchase Merchant's products/goods or services (hereinafter referred as **“Clients”**) with simple and convenient way to pay such remuneration in cryptocurrency.

1.2. Heropayments is not a cryptocurrency wallet, we provide non-custodial services, which means that Heropayments doesn't store cryptocurrency; we immediately (if it is technically possible) transfer cryptocurrency received from the Clients to the cryptocurrency wallet specified by Merchant. In some cases (when immediate transfer of cryptocurrency is impossible) Heropayments processes transactions in manual mode as soon as possible. We will process transactions in accordance with the instructions we receive from you. Prior to submitting instructions to us, you should verify all transaction information.

1.3. Heropayments doesn't store crypto keys from your accounts at cryptocurrency exchanges or cryptocurrency wallets. Please, keep your crypto keys from your accounts at cryptocurrency exchanges or cryptocurrency wallets confidential, you are solely liable for their safety.

1.4. Heropayments is not a bank or financial institution and does not provide investment or financial advice or consulting services to the Users. We solely act as the provider of the Services. No communication or information provided to the User by Heropayments shall be considered as advice.

1.5. You understand that engaging in activities with cryptocurrency may be risky and your use of the Services may carry financial risk.

1.6. Your use of the Services must comply with these Terms, all applicable laws, regulations and ordinances.

1.7. You may not use the Services if you are a person barred from using the Services under the laws of your country, including the country in which you are resident or from which you use the Services, or international laws or treaties.

1.8. The Services are accessible 24 hours per day, 7 days per week. However, Heropayments reserves the right, without providing notice or compensation, to the User temporarily suspend the Services in order to carry out works including, but not limited to: updates, maintenance operations and amendments to the servers, etc. You understand and acknowledge that any delays in the Services are possible.

1.9. The Services are evolving and you may be required to accept or install updates to the Services, or update third party software (i.e., browsers or OS) in order to keep using the Services or access their latest features. We may update the Services at any time, without providing notice or without disclosing the reason. If you don't accept or install any necessary updates, the Services may be unavailable to you and Heropayments is not responsible for any loss or damages.

1.10. You must provide all equipment and software necessary to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services. In no case shall Heropayments warrant that Services are interoperated with your equipment and software.

1.11. You are responsible for the security of your devices while using Services, including ensuring that you keep anti-virus software current and otherwise protect the devices against malware. Heropayments is not responsible for any loss or damages resulting from your failure to keep your devices safe and free of any malware.

1.12. Heropayments has no control over, or liability for, the delivery, quality, safety, legality or any other aspects of any goods or services that you offer as a Merchant or that you may

purchase as a Client using the Service. Heropayments shall not be responsible for ensuring that a party you transact with will complete the transaction. If you (as a Client) have any problem with products/goods or services purchased with the use of Service, or if you (as a Merchant) have a dispute with your clients, you should resolve the dispute directly, without the involvement of Heropayments. We do not accept any queries, letters, requests or complaints regarding the quality, legality, safety, delivery or any other aspects of any products/goods or services that you may purchase using the Service.

## **2. REGISTRATION AND INTEGRATION**

2.1. In order to use our Service as a Merchant, you must register an account on the Website.

2.2. Our Services are not directed to children. Access to and use of our Services is only for those over the age of 18 and who has full legal capacity. If you are younger than this or do not have full legal capacity, you shall not use our Services. Any person who acts as a Merchant or provides his/her personal information to us while using our Services represents and warrants that he/she is 18 years of age or older.

If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind, and do hereby bind, that entity to these Terms.

2.3. When you register your account, you shall provide us with accurate and complete registration information and specify your cryptocurrency wallet being used to receive remuneration for your goods/products or services in cryptocurrency. In order to register and further use an account, you must also generate API key that will be used to identify your registered account.

2.4. You are responsible for the security of your passwords and for any use of your account on the Website. If you become aware of any unauthorized use of your password or of your account, you agree to notify Heropayments immediately. We will not be responsible or liable for any damages, liability or losses caused by any unauthorized use of your account. You may not and may not allow any third party to engage in account sharing. You may not and may not allow any third party to buy or sell your account.

2.5. During registration of account and any other time at request you agree to provide us with the information for purposes of ongoing due diligence, identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep record of such information in accordance with our AML/KYC Policy. You agree and warrant that no information you provide at any time will be false, inaccurate or misleading.

2.6. Your integration with Heropayments shall be available through the Website, API or other means. You can contact us at [support@heropayments.io](mailto:support@heropayments.io) to get assistance with the integration process.

2.7. In order to use Service as a Client, you shall have your cryptocurrency wallet, accessible for you only. After determination of currency of payment and payable amount, Heropayments shall generate the deposit address for such specific transaction. The transfer of funds from the cryptocurrency wallet to the generated deposit shall be made solely by the Client, so that Heropayments shall not be responsible for such transfer and shall not guarantee that the Client will complete such transaction.

### **3. RESTRICTIONS ON USE OF THE SERVICES**

3.1. You agree that you are responsible for your own conduct while accessing or using the Services and for any consequences thereof. You agree to use the Services only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not and may not allow any third party to:

- send, upload, distribute or disseminate or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- upload, post, transmit or otherwise make available through the Service any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to post such content;
- use the Services to violate the legal rights (such as rights of privacy and publicity) of others, including your customers, or send through the Services any content, which is unauthorized or unsolicited advertising, junk or bulk e-mail;
- carry on any unlawful businesses and activities such as, for example: (i) creation, sale or distribution of sites offering services such as prostitution, escorts; (ii) fraudulent business, sale of counterfeit or stolen items or the sale of goods or service that are illegally imported or exported; (iii) sale of narcotics, illegal substances or controlled substances, any equipment for making or using such drugs; (iv) pyramid schemes, high risk investments schemes and other business that we determine in our sole discretion to be unfair, deceptive or predatory towards consumers; (v) any business that we believe poses elevated financial risk, illegal liability, or violates the law of sender or recipient of payment;
- modify, adapt or reverse engineer any portion of the Website or any software used for providing Services;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Website or any content posted thereon;
- display any content through the Services that contains any hate-related or violent information or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;

- use any robot, spider, site search/retrieval application, or other device to collect information about its customers for any unauthorized purposes;
- access or use the Services for the purpose of bringing an intellectual property infringement claim against Heropayments or for the purpose of interfering with the proper functioning of the Services or creating a product or service competitive with the Services;
- use the Services in ways not specified in these Terms.

3.2. If the User violates these Terms, including this Clause 3, Heropayments has the right (though not the obligation) to, in Heropayments's sole discretion (without the User's consent or notice), block, terminate or deny access to and use of Services to any User. Heropayments shall not give reasons for its actions.

#### **4. PROHIBITED JURISDICTIONS**

4.1. By using Services, you acknowledge and declare that your business is not registered in Cuba, Iran, Russia, North Korea, Crimea, Sudan, Syria, United States of America (including all USA territories like Puerto Rico, American Samoa, Guam, Northern Mariana Island, and the US Virgin Islands (St. Croix, St. John and St. Thomas)), Bangladesh, Hong Kong and Bolivia, along with any other country subject to United Nations Security Council Sanctions List and its equivalent.

4.2. Use of the Services is void where prohibited by the applicable law and the law of the relevant jurisdictions.

4.3. Heropayments maintains the right to select its markets and jurisdictions to operate in and may restrict or deny its Services to certain countries.

4.4. Heropayments also maintains the right to use various methods to prevent the use of the Services by the Users listed above. You shall comply with this Section 4, even if Heropayments's methods to prevent use of the Services are not effective or can be bypassed.

#### **5. PRICING AND FEES**

5.1. The actual Heropayments's remuneration rates and range of such rates are specified on the page of the Website: <https://heropayments.io/pricing/>. The User also can contact the customer support (support@heropayments.io) for more information on fees and remuneration rates.

5.2. The User shall remind that all conversion and change rates of the cryptocurrency exchanges and any other blockchain fees (including network fee, which is charged even when cryptocurrency exchange is not needed) shall be borne by the User.

5.3. The Heropayments' remuneration shall be deducted from the amounts we transfer (whether exchange is necessary or not) before those funds are credited to cryptocurrency wallet specified by the Merchant according to cl. 2.3. of these Terms, which mean that the Heropayments

remuneration shall be paid by the Merchant. The rate of such remuneration depends on transaction type.

\*Heropayments may refuse to process or cancel any pending transaction as required by law, regulation or any court or other authority to which Heropayments is subject in any jurisdiction. We may also reverse the right to delay any transaction if we perceive a risk of fraud or illegal activity or refuse to process/cancel any transaction due to technological issues with applicable software or other technological reasons.\*

5.4. It is the User's responsibility to determine what, if any, taxes apply to the User, and it is the User's responsibility to report and remit the correct tax to the appropriate tax authority. The User agrees that Heropayments is not responsible for determining whether taxes apply to the User or for collecting, reporting, withholding or remitting any taxes arising from any transactions.

5.5. Heropayments may change the remuneration rates, range of such rates or payment procedure at any time. When applicable, Heropayments may give the User advance notice of the remuneration rates or payment procedure changes (but it is Heropayments's right, not obligation). If the User doesn't agree with the remuneration rates or payment procedure changes, the User shall not use our Services.

5.6. All fees and remuneration paid to Heropayments for the use of the Services are non-refundable.

5.7. Heropayments attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without Users necessarily being aware of these changes.

5.8. Our Service is available only in connection with those currencies that Heropayments supports and this may change from time to time.

## **6. PROPRIETARY RIGHTS**

6.1. You acknowledge and agree that Heropayments own all legal right, title and interest in and to the Website and any software used for rendering Services. The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, organization, compilation of the content, code, data, and all other elements of the Services are protected by international copyright laws, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws.

6.2. Furthermore, all trademarks, and trade names contained in the Services are proprietary to Heropayments and may not be used without permission in connection with any third-party products or services. You will not remove, alter or obscure any copyright, trademark, service

mark or other proprietary rights notices incorporated in or accompanying the Website or the Services.

6.3. Except as expressly set forth herein, your use of the Services does not grant to you ownership of or any other rights with respect to any content, code, data, software or other materials that you may access on or through the Services. Heropayments reserves all rights to the Services not expressly granted herein.

## **7. THIRD PARTY SERVICES.**

7.1. The Services may incorporate, or may provide access to, applications, services, products, or software developed or hosted by a third party (the "Third Party Services"). You agree that it is impossible for Heropayments to monitor Third Party Services and that you access them at your own risk.

7.2. If you use any Third Party Services, you understand that:

- Third Party Services are not controlled by Heropayments, and Heropayments shall not be responsible or liable to anyone for Third Party Services;
- Your use of Third Party Services is solely between you and the respective third party (the "Third Party") and will be governed by the Third Party's terms and policies. It is your responsibility to review the Third Party's terms and policies before using a Third Party Services;
- Some Third Party Services may request or require access to your (your customers') data. If you grant access, your data will be handled in accordance with the Third Party's privacy policy and practices. Heropayments does not have control over how a Third Party Services may use your or your customers' data. Do not share any credential, private key, or other sensitive information with any Third Party without validating their legitimacy;
- Third Party Services may not work appropriately with your website or software, and Heropayments may not be able to provide support for issues caused by any Third Party Services. If you have questions or concerns about how a Third Party Service operates, or need support, please contact the Third Party directly.

7.3. In some cases, Heropayments may at its discretion suspend, disable, or remove Third Party Services.

7.4. Heropayments disclaims any responsibility for any harm resulting from your use of websites, webpages, software, services and content of the Third Party.

## **8. TERM AND TERMINATION**

8.1. These Terms shall enter into force for the User since the first use of the Services or register the account on the Website and shall be in force for an indefinite period.

8.2. You may terminate these Terms at any time by writing the letter to the customer support (support@heropayments.io) with the request to delete your account on the Website. The Terms are considered to be terminated when you receive the confirmation from the customer support (please, note that the customer support ordinary replies in five(5) business days). You will not receive any refunds if you terminate these Terms.

8.3. You agree that Heropayments, in its sole discretion and for any or no reason, may at any time terminate these Terms and your account for the Services with immediate effect. You agree that any termination of your access to the Services may be without prior notice, and you agree that Heropayments will not be liable to you or any third party for such termination. Heropayments shall not give reasons of its actions. Heropayments will have no obligation to provide a refund of any amounts previously paid by you.

8.4. Upon termination of the Services, your right to use such Services will automatically terminate immediately. Heropayments will not have any liability whatsoever to you for any suspension or termination.

8.5. All provisions of the Terms, which by their nature should survive termination of Services, will do so, including Sections 3, 6, 7, 9-12 shall survive.

## **9. INDEMNIFICATION**

9.1. You agree to hold harmless and indemnify Heropayments, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors, from and against any third party claim arising from or in any way related to:

- your use of the Services;
- your breach of these Terms;
- your violation of applicable laws, rules or regulations in connection with the Services;
- your goods, products and services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs of every kind and nature.

9.2. In case of third party claim, Heropayments will provide you;

- with written notice of such claim, suit or action;
- the opportunity to control the defense and/or settlement of such claim, suit or action;
- reasonable assistance in such defense or settlement, upon reasonable request and at your expense.

9.3. The User (as a Merchant) is entirely responsible for its goods, products and services. Heropayments is not involved in relationships with the Merchant with any of its Clients. The User



(as a Merchant) is responsible for fulfilling all representations or warranties the User makes to its customers in connection with its goods, products and services.

9.4. The User (as a Merchant) is responsible for its Client and their activities.

9.5. The User (as a Merchant) shall be solely liable for quality, safety, legality of any products/goods or services that may be provided using the Service. For example, if the sale of products/goods or provision of services requires any government registration or license, the User (as a Merchant) shall be solely responsible for such registration or license.

9.6. The User (as a Merchant) shall be solely responsible for obtaining any information required of those who purchase products/goods or services. For example, if applicable law prohibits a sale to persons under 18 years, the User (as a Merchant) must ensure that a customer is at least 18 years old or if applicable law requires that a customer's identity shall be verified, you must verify the customer's identity by yourself.

## **10. EXCLUSION OF WARRANTIES**

10.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT HEROPAYMENTS'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

10.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HEROPAYMENTS MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT CORRECTNESS, ACCURACY AND RELIABILITY.

10.3. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HEROPAYMENTS DOES NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- USAGE DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE;
- THE SERVICES OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.4. HEROPAYMENTS IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD HEROPAYMENTS LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SERVICES, INCLUDING OPERATORS OF THIRD PARTY SERVICES AND OTHER

USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

10.5. HEROPAYMENTS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM RESULTING FROM CAUSES OUTSIDE ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, WAR, TERRORISM, RIOTS, EMBARGOS, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, STRIKES OR SHORTAGES OF TRANSPORTATION FACILITIES, FUEL, ENERGY, LABOR OR MATERIALS.

## **11. LIMITATION OF LIABILITY**

11.1. YOU UNDERSTAND AND AGREE THAT Heropayments SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, EVEN IF HEROPAYMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. YOU AGREE THAT THE AGGREGATE LIABILITY OF HEROPAYMENTS TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO 500 USD.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

12.1. The Terms and any action related thereto will be governed and interpreted by and under the English Law, without giving effect to any principles that provide for the application of the law of another jurisdiction.

12.2. If any dispute, controversy or claim of whatever nature arises under, out of or in connection with these Terms, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with these Terms (the "Dispute"), the User and Heropayments shall use all reasonable endeavors to resolve the matter amicably. Where a Dispute arises, one party shall give the other party notice that a Dispute has arisen. Neither the User nor Heropayments shall resort to court until thirty (30) calendar days after the date of sending of such notice. All Disputes, which are unresolved as agreed above, shall be settled by the competent court of the jurisdiction where Heropayments is domiciled. The resolution shall be final for either the User or Heropayments.

## **13. PERSONAL DATA**

13.1. By accepting these Terms, you expressly allow Heropayments to process your personal data, export your personal data outside of the jurisdiction in which you reside or are located. Heropayments takes all necessary and sufficient organizational and technical measures to protect the Users' personal data.

13.2. For more information, read the official Heropayments Privacy Policy on the Website

<https://app.heropayments.io/assets/documents/privacy-policy.pdf>

13.3. The User (as a Merchant) is obliged to determine the personal data legislation for each its customer and comply with its requirements for each such customer separately. In the cases and in the form stipulated by the personal data legislation, the User (as a Merchant) shall obtain the voluntary consent of its customers or has any other legal basis (legal ground) to collect, store and process customers' personal data (including by Heropayments) for the purposes, including but not limited to, of using the Services, the execution of these Terms and resolving claims arising from these Terms. The User (as a Merchant) acts as a representative of Heropayments in relations with the User's customers on the use of personal data, and also bears full responsibility to its customers for their personal data. The User (as a Merchant) is obliged to inform and in a cases stipulated by the personal data legislation obtain the consent of the User's customers for the transfer of their personal data to Heropayments and bring to the User's customers all required information in accordance with the personal data legislation, about Heropayments as the person to whom the personal data of the User's customers are transmitted. The User (as a Merchant) undertakes to take and ensures that it has taken all the necessary and sufficient organizational and technical measures to protect the User's customers' personal data. In the event that the User violates any personal data legislation and causes

losses to Heropayments as a result of such a violation, the User shall indemnify all losses to Heropayments.

#### **14. MISCELLANEOUS**

14.1. You consent to receive communications from Heropayments in electronic form, including communications made via the Website or Services or sent via e-mail.

14.2. You agree and consent to receive electronically (including e-mail, SMS) and view through the Services the advertisement and promotional, service and information notifications.

14.3. Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Heropayments's prior written consent. Heropayments may assign its rights and obligations under these Terms to third parties without consent of the User.

14.4. Heropayments has the right to involve third parties for the fulfillment of its obligations.

14.5. Nothing in these Terms shall be construed as creating a joint venture, an agency relationship or a legal partnership between Heropayments and the User.

14.6. If any of the provisions of these Terms is invalidated, it does not affect the validity or applicability of the remaining provisions of these Terms.

14.7. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.8. Appeals, proposals and claims of individuals and legal entities to Heropayments related to the operation of the Services, violations of the rights and interests of third parties, requirements of the legislation, as well as for requests of persons authorized by the legislation may be sent to the email address: [support@heropayments.io](mailto:support@heropayments.io).

14.9. These Terms are the final, complete and exclusive agreement of the User and Heropayments with respect to the subject matter hereof and supersedes and merges all prior discussions between the User and Heropayments with respect to such subject matter.