

Terms and Conditions

Effective Date: 09/09/2024

Welcome to Blockbee. These terms and conditions set out the rules and regulations for the use of our Website. Please, pay attention when accessing or using the Services on this site, we assume that you accept these terms and conditions in full.

This agreement is between you ("You", "Customer", "Merchant") and CryptAPI LLC, a company registered under the laws of Saint Vincent and the Grenadines with its registered office located at Euro House, Richmond Hill Road, Kingstown, St. Vincent and the Grenadines, P.O. Box 2897. Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using this website and any mobile application (the "Services") operated by CryptAPI LLC, including but not limited to BlockBee (<https://blockbee.io>) website (hereinafter - the "Website").

In this Agreement, "you", "your", "customer" "merchant," and "merchants", refer to our customers, prospective customers, and users of our website. "We", "company", "us" and "our" refer to <https://blockbee.io> or BlockBee, and "Service" refers to the services provided by us. "Party" or "Parties", refers to both the Customers and ourselves, or either the Customer or ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to our customers in the most appropriate manner, for the express purpose of meeting the customer's need with respect to the provision of the Company's stated services/products, in accordance with and subject to prevailing laws. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, is taken as interchangeable and therefore as referring to the same.

Any and all use of our services is subject to this Agreement, which may be updated by us whenever necessary without prior notice to our customers. Any change of terms shall be binding and effective upon posting of the revised Agreement on our website. In addition to this Agreement, specific services or information contained within this website may be subject to additional posted terms or guidelines applicable to such services. All such terms or guidelines are hereby incorporated by reference into this Agreement.

By using <https://blockbee.io> (the "Site") or any of our services ("Services"), you agree to follow and be bound by these Terms of Services (the "Terms of Services") and agree to comply with all applicable laws and regulations.

Please leave the Website and do not create an Account if you do not agree with the terms and conditions laid down below.

Our Services / Process

BlockBee is a payment gateway that enables Merchants and Users to automatically accept payments and deposits in cryptocurrencies. Merchants and Users can generate cryptocurrency addresses through BlockBee's services and simply attach the generated address to their invoice or order page to receive a payment.

Once a Cryptocurrency transaction has been received and confirmed by the blockchain, we process the transaction in accordance with the instructions received from the User. Subsequently, we send an Instant Payment Notification (IPN) to the User's system to validate that the payment has been processed.

Prior to submitting instructions to us, it is important that the User verifies all the transaction information. We do not guarantee the identity of any recipient, user, requester, or other party. A user cannot reverse a transaction once it has been submitted to the network. If a transaction has not yet been confirmed on the blockchain, such transaction will be designated as pending and will not be included in your wallet balance or processed by the system.

We may refuse to process any transaction as required by law or any court or other authority to which BlockBee is subject in any jurisdiction. We further reserve the right to delay any transaction if we perceive a risk of fraud or illegal activity. We also have the right to refuse to process any transaction due to technological issues with the blockchain software, our own software, or for other technological reasons.

Our Services are available only in connection with those Cryptocurrencies that we support which may be subject to updates. A full list of the Cryptocurrencies we currently support can be found on our website <https://blockbee.io>.

Users agree not to use our website to send or receive Cryptocurrencies in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your Account or virtual currency wallet for Cryptocurrencies that we do not support.

Fees

At Blockbee, fees are applied according to each customer's monthly volumes. The fee charged for using the service is deducted from the amount transferred.

The system automatically applies a discount based on transaction volume over the last 30 days.

Please check our interactive calculator whenever you want to check the details of the rate you qualify for: <https://blockbee.io/fees>

Fraudulent Transactions

Blockbee maintains a strict stance against fraudulent and illegal activities. Any attempt to use our services for fraudulent transactions, including but not limited to identity theft, money laundering, terrorism financing, or any other illicit activity, will result in the immediate suspension of the user's account and be reported to the relevant authorities. Blockbee reserves the right to monitor, investigate, and withhold any transactions that are deemed suspicious or potentially in violation of applicable laws. In the case of a suspicious transaction, we may require additional information for identity verification and other due diligence processes. Blockbee is not liable for any losses or damages resulting from fraudulent transactions, and it is the user's responsibility to ensure that all transactions are legitimate and comply with applicable laws.

Eligibility

To use our Services, you must first create an account on the Website by completing the registration process and undergo a verification procedure. All the information must be correct and complete when registering on the platform and when using the services, ensuring that the data is always up to date.

The Services and Website access are available to individuals and legal entities that meet the following criteria and that warranty:

- 1- Legal age to form a binding contract, at least 18 years old (for individuals);
- 2-Must have the legal capacity to enter into a binding contract and are not restricted from doing so by Applicable Law or any other relevant regulations;
- 3-Must be residents or entities incorporated in supported countries and territories.
- 4- Have not previously been suspended or removed from using our Services.
- 5- Will not use our Services if any applicable laws in your country prohibit you from doing so;
- 6- Are not on any trade or economic sanctions list, such as the UN Security Council Sanctions list, EU Sanctions or other lists in breach of applicable law;

Users are permitted to have only one account on the Website unless the Company expressly authorizes the creation of additional accounts.

Attention: You are solely responsible for securing your account. Do not share your credentials (username and password) or any access information with others.. If you become aware of any security breach or unauthorized and inappropriate use of your account, please contact us as soon as possible.

Use of the Service

When using the website and our service, you shall be aware and act in accordance with the following rules:

1. You must not violate, or assist any third party in violating, these Terms and or any Applicable Law, which may include but is not limited to international laws, national laws, statutes, ordinance, Sanctions Program, and other regulations;
2. The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
3. You must not provide false, inaccurate, incomplete and misleading information;
4. You must not trade/contents/services/goods that are unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist, or otherwise violate or infringe the legal rights, such as, but not limited to, rights of privacy, publicity and intellectual property;
5. You must not trade/contents/services/goods that is intended to promote or incite hate, violence, commit fraud, money laundering, unfair competition, anti-discrimination and terrorist activities, be in violation of any court order or any other illegal activities;

6. You must not carry on any of following businesses or activities:

- a) Unlawful pornography and the unlawful creation, sale or distribution of other obscene materials (including literature, imagery and other media) and sexually-related sites offering services such as prostitution, escorts, pay-per view and adult live chat features;
- b) Unlawful gambling and/or unlawful gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings except any such transaction is expressly authorized by law in the jurisdiction of both the sender and the recipient;

7. You must not trade/service fraudulent businesses such as but not limited to:

- a) Sale of counterfeit/unauthorized/stolen items or the sale of goods or services that are illegally imported or exported;
- b) Illegal marijuana related businesses;
- c) Unlawful sale of tobacco, e-cigarettes, e-liquid, prescription or pharmaceutical drugs; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; or toxic, flammable, and radioactive materials; Sale of narcotics or illegal substances, and any equipment designed for making or using such substances;
- d) Ponzi schemes, pyramid schemes, and other businesses that we determine in our sole discretion to be unfair, deceptive, or unreasonable towards consumers; and will cause potential financial risk, legal liability, or violate the law.

8. You must not expropriate any data, system or other personal information, actions or detrimentally interferes with, intercepts, or expropriates any system, data, or information or attempt to gain unauthorized access to our system or any customer's account through password mining or any other means in our platform. And yet, limit, remove, circumvent, disable or otherwise interfere with security-related features or features that prevent or restrict use or copying of any content or enforce limitations on the use of our system or the content therein, such as damage, disable, overburden or impair the functioning of our services in any manner; or delete our copyright, trademark or other proprietary rights notices;

9. You accept that BlockBee may retain copies of any and all communications made to us or using our System. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

10. Our Services may not be available in all jurisdictions, and we reserve the right to choose the markets and jurisdictions where we offer our Services.

11. We reserve the right, at any time, to monitor, review, retain, and/or disclose any information as required to comply with applicable laws, regulations, Sanctions Programs, legal processes, or governmental requests;

12. You must not violate these Terms and the Applicable Law in any other way.

Limitation of Liability

To the maximum extent permitted by law, BlockBee accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk. We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

If we fail to comply with these terms and/or any of our services as promised to you, we are responsible for any reasonable loss or damage you suffer that is a foreseeable result of us breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

Unless it is caused by us and is reasonably foreseeable, we will generally not be liable for:

1. Any incorrect or inaccurate information on the Site and all interruptions to or delays in updating the Service;
2. The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the Site;
3. Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Site, or from transmissions via emails or attachments received from BlockBee or its licensees.
4. Nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on our part.
5. You should always keep in mind that blockchain transactions are irreversible. Therefore, once a transaction has been sent to the blockchain network at your request we cannot reverse it. As you are solely responsible for the accuracy of the data, always verify the information provided before completing the transfer.

Termination and Cancellation

We may refuse to process your transaction if we observe you have breached any terms of this agreement. You will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, BlockBee reserves the right to cancel orders or transactions, whenever you detect any anomaly or suspect something wrong.

At any time, our client may suspend or cancel the use of our services by closing their client account, however you may not use closure of your account as a means to evade any investigations or inquiries conducted by us or at the request of any legal entity. If any inquiries or investigations are ongoing at the time of your request to close your account, we reserve the

right to deny your request as deemed necessary to protect against potential financial and/or legal liabilities.

Links to Other Websites

This Website may contain links to other sites or services. We inform that, unless expressly stated, these sites or services are not under the control of BlockBee or that of our affiliates. In this way, we assume no responsibility for the content, privacy policies, or practices of such websites and disclaim liability (directly or indirectly) for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Our Responsibilities

Your safety and privacy is paramount to us. Hence, all reasonable skill and care shall be taken to ensure your safety and privacy when using our website. Please kindly note that whilst your security is paramount to us, remember that no method of transmission over the Internet, or method of payment is 100% secure. While we strive to use commercially acceptable means to protect your transactions on our website, we cannot guarantee its absolute security.

We will do our best to maintain the operation of the Site for the Service, however, we may need to temporarily suspend the Service for operational reasons (e.g. for repairs, planned maintenance or upgrades). We promise to restore the Service as soon as reasonably possible after any suspension.

If we cannot do what we have promised in these Terms because of something beyond our reasonable control (including, without limitation, disputes involving our employees, affiliates, partners), we will not be liable for this.

Refund Policy

It is the nature of most Cryptocurrencies such as but not limited to Bitcoin, Litecoin, Ethereum and the other virtual currencies that we support that all Cryptocurrency transactions are final with no method of refunding, charging back or other recourse for the sender of such Cryptocurrency. As such we are unable to cancel, reverse or provide refunds for any transaction made through our Services.

User accepts and acknowledge that we are not liable or responsible for any errors or omissions that are made in connection with any Cryptocurrency transaction initiated via the Services such as sending to the wrong address or wrong/delisted chain.

We strongly encourage you to review your transaction details carefully before attempting to make any transfer.

Information about our use of cookies

We use cookies on this website to provide you with a better user experience. We do this by placing a small text file on your device / computer hard drive to track how you use the website,

to record or log whether you have seen particular messages that we display, to keep you logged into the website where applicable, to display relevant adverts or content, referred you to a third party website. Some cookies are required to enjoy and use the full functionality of this website. We use a cookie control system which allows you to accept the use of cookies, and control which cookies are saved to your device / computer. Some cookies will be saved for specific time periods, where others may last indefinitely. Your web browser should provide you with the controls to manage and delete cookies from your device, please see your web browser options. BlockBee uses cookies to help us identify and track visitors, their usage of <https://blockbee.io> and their website access preferences. <https://blockbee.io> visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using our website, with the drawback that certain features of <https://blockbee.io> may not function properly without the aid of cookies. By continuing to navigate our website without changing your cookie settings, you hereby acknowledge and agree to our use of cookies.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies. These cookies are likely to be analytical/performance cookies or targeting cookies.

Intellectual Property

Subject to other terms in these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of BlockBee, our affiliates or other relevant third parties. By continuing to use the Website, you acknowledge that such material is protected by applicable laws and International Intellectual Property and other laws. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by us. A Violation of any of the intellectual property rights of the Company is strictly prohibited.

Unauthorised access

It is unlawful to try and gain unauthorised access to the site, its servers, or any computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you will be committing a criminal offence. In the event of such a breach, your right to use the Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

Modification of Service and these Terms and Conditions

BlockBee reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time

you use the Website following the changes. If we are required by law to make any changes to Terms and Conditions, these changes will apply automatically to any transaction currently pending in addition to any transaction placed by you in the future.

Indemnification

You agree not to hold BlockBee harmless from and against any and all claims, proceedings, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

1. Your use of and access to our website <https://blockbee.io> and our Services, including any data, Cryptocurrencies or content transmitted or received by you;
2. Any breach of any term or condition of this Agreement, including, without limitation, your breach of any of the representations and warranties contained herein;
3. Your violation of any third party rights, including without limitation any privacy rights or intellectual property rights;
4. Your violation of any applicable law, rule or regulation;
5. Any fraudulent, willful or gross negligence behavior;

No Waiver

Any default, delay or omission of any of the provisions of this Agreement by either Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Resolving Disputes

Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted by an expert arbitrator or as agreed upon by the parties.

Economic Crime Prevention policy

Blockbee pays attention to all security standards and tries to implement them in a way that performs risk-based due diligence about each customer.

To ensure that BlockBee is up-to-date with the standards required by SVG and all other countries in which it operates, an Economic Crime Prevention policy has been established. This policy not only meets but exceeds what's expected of us under the law.

With this in consideration, BlockBee continuously follows a comprehensive procedure and based on the countries sanctioned for war crimes and/ against people or entities, a list of countries and regions that are prevented from using our services was created.

The following countries or regions are part of this list:

- Afghanistan
- Belarus
- Bosnia and Herzegovina
- Burundi
- Central African Republic
- Congo
- Congo (Democratic Republic of the)
- North Korea
- Eritrea
- Guinea-Bissau
- Haiti
- Iran
- Iraq
- Lebanon
- Libya
- Mali
- Myanmar (Burma)
- Moldova
- Nicaragua
- Niger
- Palestinian Territories
- Russia
- Serbia
- Somalia
- South Sudan
- Syria
- Syrian Arab Republic
- Turkey
- Venezuela
- Yemen
- Zimbabwe

- The Crimean Peninsula including Sevastopol
- Donetsk People's Republic (Donetsk) and the Luhansk People's Republic (Luhansk) regions of Ukraine

If you are planning to partake in any form of business, or transmit and accept money (in any currency) that could involve the countries listed here - as well as specially designated persons or entities - please be aware that if our team discovers this activity, your system will immediately be blocked from accessing our Service.

As this list was developed with our current knowledge of the role at its time of publication, it is possible that some changes could arise due to new experiences, risk levels, laws or regulations.

Disclaimers

We do not make any warranty or representation that the Website will meet your requirements, that it will be fit for a particular purpose, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.

Whilst every effort has been made to ensure that all descriptions of Services available from <https://blockbee.io> correspond to the actual Services, we are not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether.

No part of this Website is intended to constitute advice. Whilst we do our best to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

Third-party websites with links from the Site have not been verified or reviewed by BlockBee and use and access of such third-party websites is made at your own risk.

The Company, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, legal advice or any other sort of advice.

It is recommended that trade, contents, services, goods are made using the English language as we may be unable to respond to enquiries submitted in any other languages;

Final Provisions

These Terms, the Privacy Policy, refund policy and any other agreement contained on the Site or agreed by the parties constitute a legally binding agreement between you and Blockbee.

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and BlockBee.

In the event of any conflict between these Terms and Conditions and any prior versions

thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

If any questions have not been regulated by these Terms, they shall be regulated under the Applicable Law.

In an event the Website is available in multiple languages, the English version of the Terms shall prevail.

All provisions of these Terms applicable to the Website shall apply to others means of providing the Service, including but not limited to any web or mobile application, unless specifically stated otherwise.

How to contact us

If you have any questions about our company's Terms and Conditions, or you would like to exercise one of your data protection rights, please do not hesitate to contact us on our contact us page provided on <https://blockbee.io>.