

## Terms of Service

Thank you for visiting [paypilot.org](https://paypilot.org).

Please read these terms of service carefully before using any services provided by paypilot and available on the paypilot platform. By reaching and accessing the platform, clicking the "buy", "sign in" or "Create account" button, as well as by accessing or using the services by any other means, you consent to be legally bound by these terms of service and all terms and regulations incorporated by reference and/or published on the paypilot platform. If you do not agree to be bound by these terms, do not access the platform or use the service(s). These terms are only applicable if you are an eligible user from a supported region.

Please be aware that crypto-assets may experience substantial value fluctuations, posing an economic loss risk in buying, selling, holding, or investing. It is crucial to evaluate whether trading or holding crypto-assets aligns with your financial situation.

Paypilot will make reasonable endeavours to provide the services and execute transactions in strict compliance with your requests. However, paypilot is unable to guarantee the error-free and successful execution of the user's orders or requests. Paypilot shall not be liable for any failure in the transaction execution process.

### 1. Definitions :

**Capitalized terms used in these Terms of Service shall be interpreted as defined below:**

**Account** – a secure personal dashboard assigned to a verified User, where transaction records and user data can be accessed and managed.

**Buyer** – a User who acquires virtual currency in exchange for fiat currency via the Platform.

**Commission** – any charge or fee levied by PayPilot or third parties (including banks, licensed payment providers, or other financial institutions) in connection with the Services. **Fiat**

**currency** – any government-issued currency that holds the status of legal tender under the applicable laws of the issuing country.

**Funds** – both fiat currency and virtual currency, as defined herein.

**ML/TF Prevention Act** – the Lithuanian Law on the Prevention of Money Laundering and Terrorist Financing, including amendments effective from 14 July 2022.

**Restricted Jurisdictions** – a list of countries and territories where PayPilot does not offer Services. These currently include: Afghanistan, American Samoa, Bahamas, Barbados, Belarus, Bosnia and Herzegovina, Botswana, Burundi, Cambodia, Central African Republic, China, Cuba, Democratic Republic of Congo, Egypt, Ethiopia, Gaza Strip, Ghana, Guam, Guinea-Bissau, Guyana, Iran, Iraq, Jamaica, Japan, Lao People's Democratic Republic, Lebanon, Libya, Mali, Mauritius, Myanmar, Netherlands, Nicaragua, Nigeria, North Korea, Pakistan, Panama, Puerto Rico, Russian Federation, Samoa, Serbia, Singapore, Somalia, South Sudan, Sri Lanka, Sudan, Syria, The Northern Mariana Islands, Trinidad & Tobago, Tunisia, U.S. Virgin Islands, Uganda, United Kingdom, United States of America, Vanuatu, Venezuela, West Bank (Occupied Palestinian Territory), Yemen, and Zimbabwe.

**Platform** – the digital infrastructure, including web and mobile interfaces, operated by PayPilot, which facilitates currency exchange and other related Services.

**Purchase** – an instruction submitted by the User to acquire virtual currency under predetermined conditions in exchange for fiat, with delivery to a specified wallet.

**Services** – all features, tools, and offerings made available by PayPilot to Users through the Platform. **Site** – the PayPilot website, accessible at <https://paypilot.org>

**Transaction Fee** – a service charge payable to PayPilot for each executed Transaction. **Transaction**

**Price** – the total amount paid by the User in respect of a specific Transaction processed through PayPilot.

**Transaction** – a completed exchange operation whereby virtual currency is transferred to a designated wallet after receiving the corresponding fiat amount, or any other supported financial operation provided by PayPilot.

**User** – any individual or legal entity that utilizes the Services offered by PayPilot through the Site or Platform and accepts the Terms of Service.

**Virtual currency** – a digital representation of value that is electronically transferable, storable, or tradable, and is accepted as a form of payment by individuals or entities, but is not a state-backed legal tender (e.g. BTC, ETH, USDT).

**PayPilot non-custodial virtual currency wallet** – a multi-chain wallet solution offered via the Platform or connected services that allows Users to manage supported virtual currencies without granting custody to PayPilot.

**Widget** – a modular software element enabling fiat-to-crypto and crypto-to-fiat exchange functionality, which can be integrated into the Site or third-party digital properties.

## 2. SCOPE OF SERVICES

PayPilot provides Users with the ability to purchase virtual currencies using fiat currencies through its Platform.

The Services may also be accessed via the PayPilot Widget, which can be integrated into third-party websites, applications, or self-service cash-in terminals. Legal entities may offer their customers access to PayPilot Services by embedding the Widget on their online platforms or terminals, either under the PayPilot brand or as a white-label product. In such cases, a separate service agreement must be executed between PayPilot and the respective entity.

Due to regulatory restrictions, access to certain Services may be limited or unavailable in specific jurisdictions. It is the sole responsibility of the User to ensure compliance with all applicable laws and regulations in their country of residence and/or the location from which they access the Platform. Subject to availability in the User's jurisdiction, additional services may be offered:

**PayPilot Card** – a virtual or physical debit card account, opened under the Client's profile, which may be linked to the Client's virtual currency wallet. Users may top up their PayPilot Card by converting crypto-assets into fiat (EUR), and use the card for non-cash purchases both online and at physical points of sale (POS).

The PayPilot Card Service is currently only available to residents of the European Economic Area (EEA).

Any top-up of the PayPilot Card is subject to a preliminary crypto-to-fiat exchange, governed by the applicable service terms and fee schedule.

The PayPilot Card Service is delivered in cooperation with **Walletto UAB** (<https://walletto.eu/>). By using this Service, the User confirms that they have reviewed and agreed to Walletto's current **Terms and Conditions** and **Privacy Policy**, which are publicly available at: <https://www.paypilot.org/docs/termservice.pdf>

Due to the technical nature of blockchain transactions, once a transaction is initiated and broadcasted, it cannot be reversed, re-sent, or redirected to a different wallet address. Users must verify all details before confirming any transaction and accept full responsibility for the accuracy of the provided wallet information.

**3. APPLICATION FOR PAYPILOT SERVICES, ACCOUNT REGISTRATION, AND ELIGIBILITY** To apply for and access PayPilot Services, you must be a resident of (or, in the case of an entity, incorporated in) a jurisdiction supported by PayPilot ("Eligible Country"). You must be at least eighteen (18) years of age and possess the legal capacity to enter into and comply with these Terms.

By opening an Account, you confirm that you are acting solely on your own behalf and not on behalf of any third party, unless you are opening an Account as a duly authorized representative of

a legal entity, such as your employer or a client. You may not register or use PayPilot Services if you reside

in, are located in, or are otherwise subject to restrictions from any jurisdiction on PayPilot's list of Restricted Territories. Additional limitations may apply where PayPilot offers products in cooperation with regulated third parties (e.g., cards issued via financial partners).

You represent and warrant that your actual place of residence or incorporation corresponds to the jurisdiction declared during the Account registration process. You are not located in any jurisdiction restricted by PayPilot, by law, or by any applicable contractual requirements.

You also represent and warrant that you are not listed on any sanctions list administered by the U.S. Office of Foreign Assets Control (OFAC), the European Union, or other competent authority, and that you hold all licenses, permits, and authorizations necessary to lawfully conduct your activities in your jurisdiction.

You must provide all information requested by PayPilot ("Customer Information") for the purposes of verifying your identity and determining your eligibility to use the Services. PayPilot may request additional information for the following purposes:

- (a) verifying your identity and submitted data;
- (b) assessing the legitimacy and sources of your funds or wealth;
- (c) setting appropriate transactional limits or risk thresholds;
- (d) complying with legal or regulatory requirements, or enforcing these Terms.

PayPilot reserves the right to conduct checks and inquiries, directly or through third parties, to verify the Customer Information you provide. This may include checks against official registries, commercial databases, credit bureaus, or publicly available sources.

While PayPilot employs verification procedures, we do not guarantee the accuracy or authenticity of any User's identity. If you engage in interactions or transactions with other Users, you are solely responsible for verifying their identity and assuming any related risks.

You agree to:

- (a) provide true, current, and complete Customer Information regarding your identity, location, and other relevant matters;
- (b) keep such information up to date at all times;
- (c) notify PayPilot promptly if your residency or other critical information changes;
- (d) not reuse passwords from other platforms for your PayPilot Account;
- (e) implement all reasonable security measures to safeguard your Account credentials;
- (f) promptly report to PayPilot any actual or suspected unauthorized access or misuse of your Account.

If you register a second Account using the same personal data but a different email address, PayPilot may reject the new registration and require that you access only your original approved

Account. If your previous Account was closed or rejected, you may be denied re-registration at PayPilot's discretion.

**Business Customers.** If the Account is opened by a legal entity or for the purpose of conducting professional or commercial activity, the User is considered a "Business Customer." Certain rights available to consumers under EU law or other regulations may not apply to Business Customers. You may access and manage your submitted Customer Information by logging into your Account and adjusting your profile settings as needed.

Unless access to your Account is suspended (e.g. due to fraud suspicion, prolonged inactivity, or security concerns), you may review your Account history, balances, and provided Customer

Information by logging in. Transaction records and reports will also be shared via email or may be downloadable in your Account dashboard. PayPilot may charge a fee for additional or customized reporting beyond standard formats.

Certain PayPilot Services may allow you to generate, publish, upload, or store materials such as text, images, videos, audio, code, or other forms of content (“User Content”). You bear full responsibility for all User Content and agree not to create, post, or share any User Content that:

- (a) is unlawful, defamatory, obscene, offensive, or otherwise inappropriate;
- (b) promotes or instructs on illegal activity, violates the rights of others, or breaches any applicable law;
- (c) misrepresents your actual views or experiences;
- (d) includes personal data of others without their explicit consent;
- (e) impersonates or misrepresents any affiliation with another person or entity (including PayPilot);
- (f) references PayPilot or its Services without disclosing any material relationship you may have with the company;
- (g) constitutes unsolicited advertising, political messages, or promotional materials;
- (h) contains viruses, malicious code, or other harmful content;
- (i) in PayPilot’s judgment, violates these Terms or may cause harm to PayPilot or other Users.

PayPilot does not endorse or assume responsibility for any User Content. Although not obligated to review or moderate such content, PayPilot reserves the right to remove, modify, or restrict access to any User Content at its sole discretion. You are solely responsible for maintaining backups of your User Content and acknowledge that PayPilot is not liable for any loss or damage to such content.

#### **4. PAYPILOT’S RIGHTS AND RESPONSIBILITIES**

PayPilot reserves the right to suspend any Transaction and temporarily hold virtual currency or fiat funds if the User fails to comply with these Terms of Service or fulfills their obligations improperly or incompletely. Such action may occur before the transfer of virtual currency to the specified wallet address or prior to the settlement of fiat currency.

PayPilot is committed to delivering its Services with due care, diligence, and in accordance with the provisions of these Terms.

PayPilot’s responsibility is strictly limited to making reasonable technical efforts to ensure the successful processing of virtual currency transfers. Upon initiating a transfer to the wallet address provided by the User, PayPilot’s obligations extend only to transmitting the required transaction data to the appropriate blockchain or virtual currency network.

To the extent permitted by applicable law, PayPilot shall not be liable for any indirect, incidental, special, or consequential damages, including (but not limited to) loss of profits, income, business opportunities, data, or revenue—unless such loss arises directly from PayPilot’s breach of these Terms.

PayPilot shall not be held liable for any loss or damages suffered by the User due to the use of third-party services, including entities that integrate PayPilot’s Services via Widgets or other interfaces under mutual cooperation agreements.

PayPilot does not guarantee uninterrupted access to its Platform and shall not be responsible for any disruptions, delays, or downtime due to Internet connectivity issues or other external technical factors.

PayPilot is not liable for any delays or failures in payment processing caused by third-party service providers or intermediaries involved in executing the User’s Transactions.

In the event of suspected fraud or unlawful activity, PayPilot reserves the right to report all relevant User information, including but not limited to names, addresses, and transaction details, to the

appropriate law enforcement or regulatory authorities. Users acknowledge that their Account or specific Transactions may be frozen upon request from such authorities conducting investigations into potential violations of the law.

Nothing in these Terms shall operate to exclude or limit PayPilot's liability in cases of fraud, death, or personal injury caused by its negligence, or for any breach of statutory duties or other obligations that cannot be lawfully excluded or limited.

**5. ACCOUNT SECURITY AND LIABILITY FOR UNAUTHORIZED TRANSACTIONS** PayPilot is committed to maintaining the highest standards of data protection and information security when handling your Customer Information.

Your email address, login credentials ("Credentials"), Customer Information, and any additional authentication methods (e.g., security questions, verification codes) are used to access the PayPilot Services and communicate with PayPilot. You may be required to complete multi-step verification processes to ensure secure access.

You are solely responsible for keeping your Credentials confidential and secure. Under no circumstances should you share your Credentials with anyone other than authorized PayPilot representatives—and even then, only when such representatives request documentation strictly for verification purposes. PayPilot will never request your password, private keys, or full access codes. Any such request should be considered suspicious and reported to PayPilot immediately.

If you voluntarily share your Credentials with a third party (e.g., for use of aggregation or automation services), you do so at your own risk. Such third parties may access your Account and perform actions on your behalf, for which you will remain fully responsible. Granting access to a third party does not relieve you of your obligations or liability under these Terms.

If your Credentials have been lost, stolen, compromised, or misused—or if an unauthorized or failed transaction appears in your account history—you must notify PayPilot Support immediately via the Platform, mobile app, or by email. All such incidents must be reported within 30 calendar days from the date of occurrence or discovery. Timely reporting allows us to take corrective action and secure your Account.

Upon receiving a timely claim, PayPilot (in coordination with its financial partners) will investigate the incident. If the transaction is determined to be unauthorized, PayPilot will normally refund the full amount of the transaction and restore the affected balance by the end of the next business day after the determination. This obligation may not apply if PayPilot has reasonable grounds to suspect fraud. You may be required to submit a police report or other supporting documentation during the resolution process.

You may be liable for financial losses resulting from unauthorized transactions in the following cases:

- (a) In full, if the loss occurred due to your own fraud, gross negligence, or intentional violation of these Terms.
- (b) You will not bear losses incurred after notifying PayPilot of the breach, except where you acted fraudulently.
- (c) In cases of fraud, you are responsible for all losses, even if notification was properly submitted.

**Finality of Blockchain Transactions.** All blockchain-based transactions are irreversible. Once

broadcasted to the blockchain network, such transactions cannot be refunded, modified, or canceled by PayPilot. While awaiting confirmation, the respective crypto-assets will remain locked and unavailable for other transactions.

**Business Accounts.** If you use your PayPilot Account primarily for commercial, professional, or business activities, you will be classified as a “Business Customer” and different rules may apply, including limited protection under EU consumer law.

In the event of suspected or confirmed fraud or a security breach, PayPilot will notify you through your registered email, mobile app, or phone number, in accordance with applicable regulatory requirements.

## **6. USER VERIFICATION**

All Users are subject to identification and verification procedures (“Know Your Customer” or **KYC**) in accordance with applicable Anti-Money Laundering and Counter-Terrorist Financing (AML/CFT) regulations. KYC is mandatory for all Transactions unless the transaction qualifies as an occasional transaction under the ML/TF Prevention Act and falls below the thresholds specified in the PayPilot AML/CFT Policy. If a User refuses to provide required documentation or fails to cooperate in providing additional information upon request, PayPilot reserves the right to immediately suspend or terminate access to its Services.

KYC verification is a mandatory requirement for all Users applying for or using the **PayPilot Card Service**, and applies both during the card issuance process and throughout the duration of the service relationship.

By using the Platform, the User authorizes PayPilot to carry out any necessary verification checks, directly or via authorized third-party providers, to validate the accuracy and relevance of the information provided. Any personal data processed during such checks will be limited to what is strictly necessary and protected by appropriate security measures in accordance with data protection laws.

## **7. TRANSACTIONS**

PayPilot enables Users to purchase virtual currencies and access other Services through the Platform, including via the main Site, the Widget, or APIs integrated into third-party applications or websites.

Users acknowledge that every payment instruction must be given with due consideration. Once confirmed, a Transaction becomes final and cannot be reversed or canceled. Transactions are executed in real time and are recorded with the exact date and time of execution. When using the PayPilot Card Service, Users may also sell virtual currencies in exchange for fiat currency (EUR), by topping up their debit card account using funds stored in their PayPilot non-custodial virtual currency wallet, or from another wallet previously approved by PayPilot.

The PayPilot Card Service allows Users to make cashless payments online and in-store (POS) using a linked debit card funded through prior crypto-to-fiat exchange.

The User understands and agrees that transactions may be delayed due to compliance checks such as KYC or AML/CFT procedures. Additionally, the decentralized nature of blockchain networks may result in delays in transferring virtual currencies to the designated wallet address.

If the User notices any unauthorized or suspicious transaction activity, they must immediately notify PayPilot and follow the prescribed instructions. Failure to do so may result in the temporary freezing of funds while an investigation is conducted.

PayPilot may be required to cancel or reverse a Transaction upon the request of a bank or other financial institution involved in the settlement process. In such cases, the User is obligated to

cooperate fully with PayPilot in identifying the reason for the recall and providing any necessary documentation.

## 8. TRANSACTION FEES

PayPilot reserves the right to establish and modify its [Transaction Fees](#) at its sole discretion, with such fees disclosed to the User at the time of transaction confirmation.

PayPilot has no influence over third-party fees, including exchange rate margins, processing charges, or any additional fees imposed by a User's card issuer. Therefore, PayPilot disclaims any responsibility for such third-party costs.

The User agrees to pay a Transaction Fee to PayPilot for each successful Transaction executed via the Platform.

When using the PayPilot Card Service, an additional **fee** may apply to Transactions executed in fiat currencies other than EUR. This surcharge is levied by PayPilot's partner, Walleto UAB., to cover the costs of currency conversion.

All fees related to the use of the PayPilot debit card will be transparently displayed to the User at the time of each relevant transaction. By proceeding with such Transactions, the User agrees to the displayed fees.

## 9. ILLEGAL TRANSACTIONS

PayPilot reserves the right to suspend or terminate a User's Account, freeze funds held in connection with the PayPilot Card, or cancel a Transaction if it reasonably believes such action is necessary to comply with legal requirements or directives issued by competent authorities or recognized international bodies focused on the prevention of money laundering, terrorist financing, or the proliferation of weapons of mass destruction.

The use of PayPilot Services for illegal purposes is strictly prohibited. PayPilot will report any suspicious or unlawful activity to the relevant authorities without prior notice.

The User agrees not to use the Services in connection with any transactions involving: • (a)

money laundering, terrorist financing, or proliferation of weapons of mass destruction; •

(b) human trafficking or exploitation;

• (c) illegal or obscene products or services, including those involving minors, hate speech, or glorification of violence;

• (d) infringement of copyrights, trademarks, or intellectual property rights;

• (e) the trade or sale of archaeological artifacts;

• (f) drugs, narcotics, hallucinogens, or controlled substances;

• (g) any type of weapon or explosive material;

• (h) unauthorized gambling or betting platforms;

• (i) fraudulent investment schemes such as Ponzi or pyramid schemes;

• (j) goods subject to embargoes or international trade restrictions;

- (k) content or materials harmful to minors or in breach of child protection laws;
- (l) human organs or body parts;
- (m) endangered or protected wildlife or plant species;
- (n) or any other goods, services, or transactions deemed illegal in the applicable jurisdiction.

## **10. PROHIBITED USE**

PayPilot is an independent service provider and reserves the right to accept, limit, restrict, or deny access to its Services based on internal policies, regulatory obligations, and jurisdictional limitations.

PayPilot proactively screens Users and takes reasonable steps to prevent onboarding of individuals or entities from Restricted Jurisdictions.

By using the Services, the User confirms that they:

- (a) are not listed on any sanctions lists maintained by the UN, EU, OFAC (U.S. Department of the Treasury), or any similar authority;

- (b) are not a resident of a country listed among PayPilot's Restricted

Jurisdictions; • (c) do not have "U.S. Person" status, which includes:

- U.S. citizenship or permanent residency (Green Card);
- tax residency in the U.S.;
- birth in the U.S.;
- use of a U.S.-based phone number;
- registration or residential address in the U.S.;
- appointment of a representative with a U.S. address;

- (d) are not acting on behalf of or representing individuals or entities that meet the criteria in points (a)-(c);

- (e) are not incorporated in or acting on behalf of entities registered in Restricted

Jurisdictions; • (f) do not represent companies whose shareholders are residents of Restricted Jurisdictions.

Users who gain access to Services in violation of clause 11.3 will be immediately blocked, and any pledge funds may be forfeited without refund.

Such Users assume full legal responsibility for any consequences, including penalties or enforcement actions, resulting from false declarations or unlawful use of the Services.

## **11. ACCOUNT SECURITY**

Users are solely responsible for maintaining the confidentiality and integrity of their Account credentials, including passwords and access devices. Any actions taken through the Account shall be deemed to be authorized by the User.

PayPilot will never request the User's password via email, chat, or phone. Any such request should be treated as a phishing attempt and reported to PayPilot immediately. Always verify the security of the website before logging in (e.g., EV SSL certificate).

Users are encouraged to update their password regularly (e.g., every 3 to 6 months) and avoid using passwords that are predictable or reused across other platforms.

If the User suspects that their Account credentials have been compromised, they must reset their password immediately and contact PayPilot Support without delay. Delayed notification may result in the User bearing financial liability for unauthorized activity. In severe cases, the User should also report the incident to relevant authorities.

The User must ensure that their registered email address is secure and not accessible to third parties. Since email may be used to reset login credentials or receive sensitive information, the User is responsible for the security of that email account. In the event of compromise, the User must notify PayPilot immediately.

Regardless of the device used to access the Platform, Users must ensure that login credentials are not saved or stored by the browser. Credential auto-fill functionality should be disabled.

Certain PayPilot Services may include additional security features or requirements. The User is responsible for familiarizing themselves with and adhering to those measures when using specific products.

Although PayPilot encourages secure usage practices, **Two-Factor Authentication (2FA)** is currently not required. Users are responsible for ensuring the security of their accounts through strong passwords and cautious behavior. Withdrawal-related actions may be subject to additional manual verification.

## **12. COMPLAINTS**

If you have any complaints, feedback or questions or wish to file a request, please contact us at [support@paypilot.org](mailto:support@paypilot.org) and indicate at least Your name, email address, and inquiry. Please note that in order to process Your inquiry, we may ask You to provide additional details.

**13. TERMINATION OF TERMS OF SERVICE AND TRANSACTION CANCELLATION** The User may terminate these Terms and close their Account at any time, provided that all pending Transactions have been completed or canceled.

PayPilot reserves the right, at its sole discretion and with or without notice, to limit, suspend, or permanently terminate the User's access to the Platform, Account, or Services. Grounds for such actions may include, but are not limited to:

- (a) breach of these Terms;
- (b) attempts to circumvent Platform security mechanisms;
- (c) unauthorized access attempts to the Platform or another User's Account;
- (d) use of the Platform for illegal purposes, including money laundering, gambling, or financing terrorism;

- (e) non-payment or fraudulent payment activity;
- (f) operational disruptions;
- (g) regulatory inquiries or lawful requests from authorities.

PayPilot also reserves the right to deactivate or cancel unverified or dormant Accounts after a period of six (6) consecutive months of inactivity. No compensation shall be due for termination or suspension of Account access.

The suspension or termination of an Account shall not relieve the User of any obligation to pay applicable Transaction Fees incurred prior to such action.

Upon termination of these Terms or cancellation of a Transaction, fiat funds held on a linked PayPilot Card will be unblocked in accordance with the card issuer's and payment system's rules. For cash-in terminal transactions, the User must provide valid bank account information to enable the refund of fiat funds used for the original Transaction. PayPilot will process the return within the timeframe stated on the Platform.

In the event of Transaction cancellation, PayPilot will use its best efforts to transfer the fiat funds back to the User. However, intermediary banks or other institutions involved in international transfers may deduct fees, which cannot always be predicted. The User accepts responsibility for such charges. If the Terms and/or the Account are terminated either by the User or by PayPilot, the User may request to convert any remaining fiat balance on the PayPilot Card into virtual currency. Such conversion will only be allowed to the same non-custodial wallet previously linked to the User's Account, unless otherwise directed by competent authorities.

#### **14. AVAILABILITY OF SERVICES**

All Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express or implied.

PayPilot strives to ensure uninterrupted operation of the Platform, but makes no guarantees regarding availability, speed, performance, or accuracy. Users understand that temporary interruptions or service downtimes may occur, and PayPilot shall not be held liable for any resulting losses.

Scheduled maintenance or system upgrades may temporarily disrupt access. In such cases, PayPilot will make reasonable efforts to notify Users in advance unless circumstances require immediate action.

#### **15. NO FINANCIAL OR LEGAL ADVICE**

PayPilot does not offer investment, financial, tax, or legal advice. Any market data or analytics presented via the Platform are provided solely for informational purposes and shall not be considered a recommendation to buy, sell, or hold any asset. Users make investment decisions at their own risk.

#### **16. TAXATION**

The User is solely responsible for determining and fulfilling their tax obligations arising from the use of PayPilot Services, including income, capital gains, or other duties, in accordance with the laws of their country of residence.

PayPilot shall not be held liable for any tax reporting errors, omissions, or violations resulting from the User's failure to comply with their local tax obligations.

#### **17. NOTICES AND COMMUNICATION**

PayPilot may contact the User using any available communication method, based on the contact information provided by the User during registration or at a later stage.

The User explicitly agrees to receive legal and operational notices electronically. Such notices shall be deemed delivered upon dispatch.

PayPilot's official communication channels include its website, support center, and other verified publications. Users are encouraged to follow these channels for important update

#### **18. GENERAL RIGHTS OF PAYPILOT**

You acknowledge and agree that all records maintained by PayPilot regarding your transactions, communications, and Customer Information—whether recorded electronically or otherwise—shall be deemed accurate, final, and binding, unless proven to contain a manifest error.

PayPilot complies with all applicable legal and regulatory obligations, including those related to anti-money laundering (AML), counter-terrorist financing (CTF), financial crime prevention, and international sanctions. PayPilot may take any action it deems appropriate to fulfill such obligations, including cooperating with law enforcement, regulatory agencies, or other authorities.

Subject to applicable law and upon written notice, PayPilot may set off any amounts owed by you (arising from a breach of these Terms) against any amounts due to you by PayPilot.

#### **19. DISCLAIMERS, LIABILITY, AND INDEMNITY**

To the fullest extent permitted by applicable law, PayPilot shall not be liable for any loss, damage, or expense arising out of or in connection with:

- (a) use of the PayPilot Account or any transactions initiated through it;
- (b) unauthorized access, use, or disclosure of private keys or wallet credentials;
  
- (c) rejection or delay of Transactions by third-party providers, including banks and virtual asset service providers;
  
- (d) transfers of unsupported assets to PayPilot-linked wallets;
  
- (e) failures, vulnerabilities, or attacks on blockchain systems or infrastructure relied upon by PayPilot (including forks, hacks, and DDoS attacks);
  
- (f) events beyond PayPilot's control, such as technical failures, terrorism, natural disasters, or civil unrest;
  
- (g) unauthorized access to third-party wallets or services;
  
- (h) breaches of confidentiality by third-party providers;
  
- (i) misuse or compromise of the User's Credentials or Account;
  
- (j) damage to the User's reputation or credit resulting from Account use;
  
- (k) delays in releasing funds due to compliance or technical processes.

You waive any claim now or in the future against PayPilot in relation to the above, and agree to fully indemnify and hold harmless PayPilot, its affiliates, directors, employees, and partners from any related liabilities, losses, or expenses.

PayPilot makes no representations or warranties regarding the quality, merchantability, or fitness for purpose of any goods, services, or digital assets purchased via its Services. Disputes with vendors must be resolved directly with the relevant third parties.

You agree to indemnify PayPilot from all costs, including legal expenses, incurred in connection with your breach of these Terms or misuse of the Platform.

This clause shall survive termination or expiration of your relationship with PayPilot.

## **20. FORCE MAJEURE**

PayPilot shall not be liable for any delay or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to force majeure events such as natural disasters, wars, regulatory changes, or widespread technical failures.

## **21. AMENDMENTS TO TERMS**

PayPilot reserves the right to modify these Terms at any time. Where required by law, PayPilot will provide notice of material changes at least **two (2) months** prior to their effective date via email, user

Account notification, or publication on the website.

If you do not agree with the updated Terms, you must notify PayPilot and close your Account before the effective date of the amendments. You will remain responsible for any obligations or liabilities incurred prior to closure.

Continued use of the Platform after the effective date of the revised Terms constitutes acceptance of the changes.

## **22. COMPLIANCE WITH LAWS**

If any provision of these Terms is found to conflict with applicable legal or regulatory requirements, such provision shall be deemed null and void to the extent of the conflict. PayPilot reserves the right to take or omit any action necessary to comply with such laws.

## **23. NO WAIVER**

PayPilot's failure to enforce any provision of these Terms shall not be considered a waiver of its rights. Delay or inaction does not limit PayPilot's right to enforce these Terms at a later time.

## **24. ASSIGNMENT**

The User may not assign or transfer their rights or obligations under these Terms without PayPilot's prior written consent. Accounts are non-transferable and may be used only by the registered individual or entity.

PayPilot may assign or transfer its rights and obligations under these Terms to a third party without prior consent. Such assignment shall be effective upon notice to the User.

In the event of an assignment, all references to PayPilot shall be deemed to include its successor or assignee, who shall hold all rights and responsibilities as outlined in these Terms.

## **25. SEVERABILITY**

If any provision of these Terms is found to be invalid, illegal, or unenforceable under any applicable legislation or by a court of competent jurisdiction, such provision shall be deemed invalid, illegal, or unenforceable only to the extent of such invalidity and no further. The remaining provisions of these Terms shall remain valid, binding, and enforceable in full.

The invalidity or unenforceability of any provision in one jurisdiction shall not affect its validity or enforceability in any other jurisdiction, nor shall it affect the validity or enforceability of any other provision of these Terms.

## **26. APPLICABLE LAW AND JURISDICTION**

These Terms shall be governed by and construed in accordance with the laws of the Republic of

Poland. You agree to submit to the non-exclusive jurisdiction of the courts of Poland in relation to any dispute or claim arising from or in connection with these Terms or your use of the Services.

To the extent permitted by applicable law, all claims must be brought on an individual basis only. You agree not to initiate or participate in any class, collective, representative, or group legal action against PayPilot. Consolidation of individual claims into a joint proceeding is only permitted with PayPilot's express written consent.