**GUAVAPAY UAB**

 **Terms and Conditions**

GUAVAPAY UAB operating through the brand name GUAVAPAY (the “Company”) is a cryptocurrency exchange firm registered in Republic of Lithuania with registration number 304642119, address: A.Goštauto str.8-231A, Vilnius, and provides “Virtual Currency Exchange Service” and “Virtual Currency Wallet Service”.

By accessing and using our Services, the Customer confirms that he/she is aware of and has accepted the present Terms and Conditions of the GUAVAPAY UAB (hereafter referred to as “GUAVAPAY”). Please read these Policies carefully before agreeing to them.

The Customer is solely responsible for understanding and complying with all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the Customer seeing with the use of all Services, products and content of our Platform.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS POLICIES, PLEASE DO NOT USE OUR PLATFORM AND ANY SERVICES, PRODUCTS AND CONTENT ON WEBSITE.

**1. Definitions**

Capitalized terms used in these Terms and Conditions shall be interpreted in accordance with the definitions provided below. Where the context so permits words denoting the singular shall include the plural and vice versa:

1.1. Account: means an account registered by the Customer on the Platform;

1.2. Agreement: means all the Terms and Conditions clauses that apply to your Account;

1.3. Business Account: means an account registered on GUAVAPAY Platform used for business needs rather than for personal ones;

1.4. Business/working day: A working day is usually Monday to Friday (excluding public holidays);

1.5. Cryptocurrency: means peer-to-peer decentralized digital representation of value (e.g. bitcoins, litcoin, etc.);

1.6. Customer: means a person or an entity that uses the Services, agrees to follow the Terms and Conditions and is a holder of an Account;

1.7. Deposit: means a Transaction involving transfer of Funds to the Account;

1.8. External Account: means any financial account (any financial account of which you are the beneficial owner that is maintained by a third party outside of the services) or Cryptocurrency Account: a) from which you may load Funds into your GUAVAPAY Account; b) to which you may push Funds from your GUAVAPAY Account;

1.9. Fees: means a fee, which is payable to GUAVAPAY for each completed Transaction.

1.10. Fiat currency: means government-issued currency that is designated as legal tender in its country of issuance;

1.11. Funds: means Cryptocurrency and/or Fiat currency;

1.12. Order: means the Customer’s instruction to buy or sell Cryptocurrency;

1.13. Personal Information: any information which identifies you personally or which may help us to identify you (e.g. your name, address, e-mail address etc.);

1.14. Platform: means an environment created by GUAVAPAY that allows trading Cryptocurrencies;

1.15. Private Account: means an account registered by a person on GUAVAPAY Platform;

1.16. Services: means all and any service provided by GUAVAPAY ;

1.17. Transaction: shall mean any of the following: a) a purchase of the Cryptocurrency by the Customer; b) a sale of the Cryptocurrency by a Customer; c) a transfer of Cryptocurrency among Customers and/or to third parties outside the GUAVAPAY Platform;

1.18. Website: means GUAVAPAY website at XXXXXXX;

1.19. Withdrawal: means a Transaction involving a transfer of Funds from the Platform Account to his/her bank account or to an account opened in any other financial institution.

**2. Introduction**

GUAVAPAY provides you with a simple and convenient way to purchase and sell Cryptocurrencies (exchange a legal tender, such as EUR, for the Cryptocurrencies and vice versa). Our Services do not provide Customers with the ability to trade one form of legal tender for another form of legal tender.

All of our processes are encrypted. Our partners are reliable and trusted. We also offer 3D secure payment processing, that is fully PCI compliant. The use of advanced SSL technology and layered backup systems in secure data center allow GUAVAPAY to keep your Personal Information safe at all times.

**3. Risk warning**

You should be aware that the risk of loss in trading or holding Cryptocurrencies could be substantial. This Service is not currently regulated. The value of the Cryptocurrencies is highly volatile and speculative, extending the possibility of total loss. Therefore, you should carefully consider whether trading or holding Cryptocurrencies is suitable for you in light of your financial condition.

**4. GUAVAPAY Services**

We have developed a multi-level Account system with individual approach to each Customer, from crypto beginners to professionals. Worldwide coverage and the Platform stability act as guarantees for the safety of assets and data.

To be eligible to use our Services, you must be at least 18 years old.

Additionally, there are certain things you cannot do when using GUAVAPAY , such as engage in illegal activities, make false public statements, or do anything that would cause damage to our Services or systems.

4.1. The Service operated by GUAVAPAY allows the Customers to buy, sell and exchange Cryptocurrencies such as Bitcoin, Bitcoin Cash, Dashcoin, Litecoin and other most popular cryptocurrencies. Our Services are available only in connection with those Cryptocurrencies that GUAVAPAY supports and this may change from time to time. Under no circumstances should you attempt to use your E-Wallet to store, send, request, or receive digital currencies in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your E-Wallet for Cryptocurrencies that we do not support.

4.2. Our Service also allows all registered Customers to operate:

* One or more hosted Cryptocurrency wallets enabling you to store, track, transfer, and manage your balances of certain supported Cryptocurrencies (above mentioned);
* A Cryptocurrency exchange service enabling you to buy and sell Cryptocurrencies in Transactions with us;
* A Cryptocurrencies converting service enabling you to exchange one Cryptocurrency to other available on the Platform.

Depending on your country of residence, you may not be able to use all the functions of our Website. The Customer is responsible to follow those rules and laws in his/her country of residence and/or country from which you access this Website and Services.

Additionally, the Customer is responsible to determine what, if any, taxes apply to the trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that GUAVAPAY is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades.

**5. Use of the GUAVAPAY Website**

5.1. A Private Account of GUAVAPAY Website is only accessible to the Customers who identify themselves by using personal means of access such as login, password. In order to obtain access to this Service, the Customer shall be obliged to register and pass the verification procedure.

The means of access of the Customer are strictly personal and confidential. We will do all we reasonably can to prevent unauthorized access to your Account. With that, the Customer himself is responsible for use and for the preservation of confidentiality of his/her security details. The Customer undertakes to immediately (i.e. right after the moment of discovery) inform GUAVAPAY about any unusual, suspicious or unclear changes on the Account. In case of late informing or non-informing the Customer will be liable for the breach of these Terms and Conditions and we will have the right to take any further steps accordingly, including, but not limited, to report to the relevant state or national authorities.

The Customer may modify or revoke his /her personal means of access at any time. The Company shall take all necessary steps within the scope of its possibilities promptly to enact such modification or revocation. Except for the cases of gross or intentional negligence or misconduct by GUAVAPAY , the Customer shall be solely liable for any direct or indirect damages incurred by him/herself, by GUAVAPAY or by third parties as a result of any use or misuse, fraudulent or not, by himself or by third parties, of his personal means of access.

5.2. Responsibility for using the Website

Except for the case of gross or intentional negligence or misconduct on our part, or our staff, we are not responsible for any direct and indirect damages (including the loss of profits or the loss of opportunities) incurred by the Customer and resulting from the use of the GUAVAPAY Website or to the impossibility to use it. We are not responsible for, among other things, any direct and indirect damages caused by the transmission of viruses despite existing security measures, the interruption of the access to the Website caused by communication disturbances, channel or connection problems, unauthorized access, strikes or events of force majeure.

5.3. Access to our Website

Subject to the means at its disposal and within the limitations described in the previous point, GUAVAPAY shall provide access to the Website 7 days per week and 24 hours per day.

Nevertheless, we cannot guarantee a continuous, uninterrupted and secured access to our platform. The Company may interrupt, at any time and without prior notice, the access to the Website in case of risk of:

a) misuse, b) or fraud, c) or in order to perform maintenance, d) or to implement any improvement, e) or modification. GUAVAPAY shall do its utmost to limit the duration of such interruptions and shall inform, whenever possible, the Customers of these interruptions and their estimated duration.

**6. Prohibited businesses**

You may not use your GUAVAPAY Account to the following categories of businesses and business practices:

* Investment and Credit Services: such as securities brokers, real estate opportunities, investment schemes;
* Restricted Financial Services: such as check cashing, bail bonds or collections agencies;
* Intellectual Property or Proprietary Rights Infringement: such as sales, distribution or access to counterfeit music, software or other licensed materials without the appropriate authorization from the rights holder;
* Counterfeit or Unauthorized Goods: such as unauthorized sale or resale of brand name or designer products or services; stolen or illegal imported sale of goods or services;
* Regulated Products and Services: such as marijuana dispensaries or related businesses, sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services, weapons, explosives, toxic, radioactive materials;
* Drugs and Drug Paraphernalia: such as sale of narcotics, controlled substances, and any equipment designed for making or using drugs;
* Pseudo-Pharmaceuticals: such as pharmaceuticals and other products that make health claims and have not been approved or verified by the applicable local and/or national regulatory body;
* Substances designed to mimic illegal drugs;
* Adult Content and Services;
* Multi-level Marketing;
* Unfair, predatory or deceptive practices: such as investment opportunities or other services that promise high rewards;
* High risk businesses: any businesses that we believe poses elevated financial risk or legal liability.

The specific types of use listed above are representative, but not exhaustive.

**7. Accounts registration and access**

7.1. In order to use our Services, you will need to register for a GUAVAPAY Account (a “Private Account”) by providing your e-mail address and password, and accepting the Terms of this Agreement and our Privacy Policy.

When you create a GUAVAPAY Account, you agree: a) to create a strong password that you do not use for any other website or online service; b) to maintain the security by protecting your password and restricting access to your Account.

If the Customer opened a “Private Account”, it is created only for personal use and not for the proceeds relating to any business, he/she run. If he/she needs a Business Account, he/she must pass full verification of a company and official representatives and provide all requested company’s documentation (see point 4.3. below)

7.2. Identity verification

You agree to provide us with the information we request for the purposes of identity verification and detection of money laundering, terrorist financing, fraud, or any other financial crime, and permit us to keep a record of such information. You need to complete certain verification procedures before you are permitted an access to and use of the GUAVAPAY Services. Based on your verification level passed, we will apply certain limits, which may be altered because of additional information provided by you (for the limits increase you should contact us by email info@guavapay.com). The information we request includes certain Personal Information, but not limited to, your name, address, telephone number, date of birth, taxpayer or government identification number, information regarding your bank account (such as the name of the bank, an account number). In providing us with this or any other information that may be required, you confirm that the information is true, accurate and authentic. You further authorize us to make inquiries, whether directly or through the third parties that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. You acknowledge and agree that your Personal Information may be disclosed to fraud prevention or financial crime agencies, and that these agencies may respond to our inquiries in full.

7.3. Legal entity verification

Customers can request the opening of their Account as a Business Account. They can write a request to the Company support team from their email. Once the Customer selects the “Business Account” verification procedure, we ask him/her to provide information about their company, representatives, and/or beneficial owners and/or directors, and fill a questionnaire form.

7.4. We do not allow having more than one Account on our Platform. If will be detected that a Customer has more than one Account, all of the Accounts will be temporarily disabled and the Customer will has to provide an explanation of this situation.

**8. Information changes and disclosure**

It is essential that you keep us informed if there are any changes to your situation, contact or personal details or any other important changes that are relevant to us. If you do not keep all your details up to date, this might affect your eligibility for your Account and Services we can offer you, or how they work.

If we make a reasonable request for information, you must give it to us as soon as possible. If you do not, or we suspect fraudulent or criminal activity of any kind:

* We might try to get it from another source;
* We could block or close your Account; or
* You might not be able to access our Services;

You must make sure the information you give us is accurate and up to date and tell us if anything changes within 5 Business days.

We will use your information as explained in our Privacy Policy. We will also give it to others if required by law or public interest, or if we need to disclose to protect our own interests (e.g. in any legal proceedings) or we have your specific agreement.

**9. Transactions**

9.1. The Customer agrees that any amounts sent by him/her or on the Legal Entity's behalf, shall be deposited to the Customer‘ s Account at the value date of the payment received and net of any charges/Fees charged by the banking institution or any other intermediary involved in the Transaction process. The Company must be satisfied that the sender is the Customer or an authorized representative of the Legal Entity, before making any amount available to the Account, otherwise the Company reserves the right to refund/send back the net amount received to the sender by the same method as received.

9.2. For the Cryptocurrencies purchase or exchange you can replenish Account (with Fiat or the Cryptocurrencies), or pay directly by payments cards. Please see our Fees Policy on the Website.

9.3. All Deposit and Withdrawal are process on Working days. When you request that we transfer Funds into your GUAVAPAY Account from your External Account or request that we transfer Funds to your External Account from your Account, you authorize us to execute such transaction via the Services. You authorize our designated payment processor, to charge or deduct your GUAVAPAY Account Funds for any applicable Fees owed in connection with the trades you complete via the Services.

9.4. Be advised that Fiat, kept in your GUAVAPAY Account, will be used exclusively for the purchase of Cryptocurrencies.

9.5. In the processing of transactions, Deposits or Withdrawals of monetary Funds or Cryptocurrencies, GUAVAPAY may be required to share your Personal Information with other contractual third parties, including financial institutions, or as required under applicable laws. You hereby provide full permission and authority for GUAVAPAY to share this information with such partners.

9.6. The Customer understands, accepts and agrees that the Company reserves the right to refund/return any received amounts to the sender (natural person or beneficial owner), if:

a) will be sufficient proof that these amounts are direct or indirect proceeds of any illegal act; b) and/or omission and/or product of any criminal activity, c) and/or belong to a third party, and the Customer has not produced sufficient excuse and/or explanations for that event.

9.7. Additionally, the Customer agrees that the Company may reverse all and any types of previous Transactions performed by him/her to the Account and terminate the Agreement. The Company reserves the right to take all and any legal actions against the Customer to cover itself upon such an event and claim, any damages caused directly or indirectly to the Company by the Customer because of such an event.

**10. Cryptocurrencies selling/purchasing**

10.1. All prices reflect the exchange rates applicable to the purchase or sale of the Cryptocurrencies using Fiat or alternative form of the Cryptocurrencies identified in your purchase Order. All sales and purchases by GUAVAPAY are subject to availability, and we reserve the right to discontinue the sale and purchase of the Cryptocurrencies without notice.

10.2. Prior to completing your purchase or sale from us, we will provide notice of the amount of the Cryptocurrencies you intend to purchase or sell and the amount of Funds you will be required to pay to GUAVAPAY . You agree to comply with any conditions provided within such notice to complete your purchase Transaction.

10.3. When compared to Fiat currencies, a pricing of cryptocurrencies can be in more variations. There is a greater risk that the Customer will not receive an accurate price for the underlying Cryptocurrency when the exchange is complete.

In case the Cryptocurrency amount offered to the Customer differs from the market value for more than 2% between Transaction start time and the time of Transaction to be completed, GUAVAPAY reserves the right to decline Order or contact the Customer and inform about the new amount of Cryptocurrency that will be paid out.

10.4. By clicking the "Buy" or "Sell" button on the Platform, you are authorizing us to initiate the Transaction at the quoted Buy Price or Sell Price and agree to any associated exchange Fees. You cannot cancel, reverse, or change any Transaction marked as complete or pending.

In the event of an error, whether via our Services, or in a purchase Order confirmation, or in processing your purchase, or otherwise, we reserve the right to correct such an error and revise your purchase Transaction accordingly (including charging the correct price) or to cancel the purchase, and refund any amount received. In these cases, we will notify you about any changes that occurred due to such errors.

10.5. Once we execute your Order, you will see a confirmation on your screen with the notice about successful completion of the operation.

10.6. You can purchase or sell the Cryptocurrencies only by any available balance in your Account. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient Funds, or similar Fees charged by your payment provider.

10.7. All sales and purchases of the Cryptocurrencies via our Services are final. We do not accept any returns or refunds for your purchase, except as otherwise provided in these Terms and Conditions.

**11. Payments methods**

For the Customers’ convenience, GUAVAPAY offers following payment methods for funding account: bank transfer and card payment. A minimum payment towards the account deposit is 25 EUR.

Please note that Withdrawal is available for verified Customers only through the bank transfer, and only by manual acceptance.

11.1. Bank transfer: for these transfers, to deposit Account, the Customer needs to submit payment from his/her own bank account to our Company account. In providing payment details, the Customer needs specify the details of our Company, our account and purpose of the payment. In order to initiate Withdrawal via bank transfer, the Customer needs to fill in the electronic form on the Platform. After successful acceptance of the details provided by the Customer within the electronic form, the Withdrawal transaction will be complete within the timeline indicated in our Policies section on the Platform.

11.2. Card payment: in order to make Funding, GUAVAPAY will accept from the Customer only that payment card, which is owned by him/her. The Customer has the right to use several payment cards, which are owned by him/her. Please note that it would be better to use a 3D Secure Payment cards for payment safety. You can check if your card has 3D Secure protocol with your bank.

11.3. In accordance with the internal rules and requirement of GUAVAPAY and taking into account the Rules of International Payment Systems, bank transfer and card payment processing timeline will be as follows: Funding – up to 10 business days, Withdrawal – up to 15 business days.

We reserve the right, in its sole discretion, to change the above mentioned processing timeline. Banks/financial institutions, which initiate and make the Bank transfer and Card payment, can prolong the above processing timeline with regard to their internal rules and procedures.

11.4. If the Customer discovers that Funding or Withdrawal has failed (i.e. no Account Funding/Funds Withdrawal occurred within the processing timeline indicated above and no notification on processing timeline prolongation was obtained), he/she has the right to initiate the investigation by notifying GUAVAPAY on the payment problems. We will investigate such case and will notify the Customer on the investigation results. The time needed to complete investigation will be set on the case-by-case basis.

GUAVAPAY reserves the right to suspend or block the Customer's Account and Funds in accordance with these Terms and Conditions, including for investigation purpose, which means that the Funds could be inaccessible during certain period.

All expenses, which arise upon investigation process, shall be borne solely by the Customer.

**12. Volatility**

During periods of high transaction volume, illiquidity, fast movement or volatility in the marketplace for any Cryptocurrencies, the actual market rate, at which an Order or trade is executed, may be different from the prevailing rate indicated via the Services at the time of your Order. You understand that we are not liable for any such price fluctuations.

**13. Electronic Notices**

13.1. Consent to electronic delivery

You agree and permit to receive electronically communications, agreements, documents, receipts, notices and disclosures that GUAVAPAY provides in connection with your Account and/or use of our Services. You agree that GUAVAPAY may provide these communications to you by posting them via the Services, or by emailing them to you at the email address you provided. In these cases, we may suspend or terminate your use of the Services.

You can cancel permission of the electronic communications receiving by informed us to email info@guavapay.com.

13.2. Request to a paper copy

If you would like a paper copy of the communications that we previously sent to you, you can make a request a copy within one month after the date we sent the communication. Please note that all requests will be considered on an individual basis. Additionally, we may charge you a processing Fee that we also consider individual.

**14. How the Customer or the company can close an Account**

14.1. You can close your Account or end a service without charge by telling us by email info@guavapay.com.

14.2. We can close your Account immediately and without notice if you:

* Have seriously or persistently broken this Agreement (falsified any Account, E-Wallet, or Cryptocurrencies address registration, exchange, or administration details provided to us, or impersonated another person or misrepresented your affiliation with a person);
* Weren’t (or are no longer) entitled to have your Account or the Service;
* Haven’t provided us with adequate information that we requested by you;
* Provided us with any false or misleading information following request by the Company, whether at the time of registration or during provision of any Services to you;
* Attempted to damage GUAVAPAY or any third party through your access to the Website or any Services;

it is reasonable for us to believe, that:

* You have used, continue using, or apply to open (or allow someone else to use) an Account, service or money illegally or fraudulently;
* You are using the Account for a purpose not covered by this Agreement (such as illegal gambling activities, fraud, money-laundering or terrorist activities, other illegal activities);
* You trade using misleading or inaccurate information or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
* You are involved in any criminal activity whether or not linked to your Account or your relationship with us;
* You have placed us in a position where we might break the law, regulations, codes of practice, court orders or other duties, requirements or obligations, or we may be exposed to actions or censorship from any government, regulator or law enforcement agency; or
* There has been a breach of security or misuse of your Account or security details.

In these cases, we can make a report to the law enforcement bodies without providing any notice of you about it. In addition, if your actions or inaction impose economic costs to GUAVAPAY , you shall pay all outgoings to us, including without limitation, the amount of taxes or penalties that might be imposed to GUAVAPAY .

14.3. Unclaimed or Disputed Property

If for any reason GUAVAPAY is holding Funds in your Account for long time, such Funds remain unclaimed. We are unable to return your Funds to your designated External Account after a period minimum of one year after your last login to Platform. If we determine in good faith that we cannot to find you or determine your whereabouts, you agree that all such Funds shall be deemed to have been abandoned by you in favor of GUAVAPAY and may be appropriated by us, and used by ourselves, and you thereafter shall have no right to claim such Funds.

If the Company receives notice that any Funds held in your Account are alleged to have been stolen or otherwise are not lawfully in your possession, GUAVAPAY may place an administrative hold on or freeze the affected Funds or your GUAVAPAY Account. This hold or freeze may continue until such time when the dispute is been resolved and the evidence of the resolution has been provided in a form acceptable to GUAVAPAY . GUAVAPAY will not involve itself in any such dispute or the resolution of the dispute. You agree that we will have no liability or responsibility for any losses, damages or adverse consequences or publicity arising from or in connection with such hold or freeze, or for your inability to withdraw Funds or execute trades during the period of any such hold or freeze.

**15. What happens if you stop using your Account?**

If you have not used your current Account for 12 months, we may restrict payments in or out of your account to protect against fraud but we will let you know first. Starting from the sixth month of Account inactivity, we can impose charges on you at the level of 5 EUR per month for maintaining the Account. This Fee will be taken from the Cryptocurrencies or Funds that you hold on the Website.

**16. Eligibility**

GUAVAPAY prohibits the use of the Service to Customers from certain countries:

* Those included in the sanctions list of FATF (Financial Action Task Force), EU (European Union), OFAC (Office of Foreign Assets Control) and UN (United Nations);
* Those in which Cryptocurrencies exchange is prohibited;
* The United States, Japan and Iceland territories.

Please see full-prohibited countries list:

|  |  |  |  |
| --- | --- | --- | --- |
| **Code** | **Country** | **Alpha 2** | **Alpha 3** |
| 004 | Afghanistan | AF | AFG |
| 108 | Burundi | BI | BDI |
| 140 | Central African Republic | CF | CAF |
| 178 | Congo (Democratic Republic of) | CG | COG |
| 804 | Crimea Region of Ukraine | UA | UKR |
| 192 | Cuba | CU | CUB |
| 232 | Eritrea | ER | ERI |
| 231 | Ethiopia | ET | ETH |
| 624 | Guinea-Bissau | GW | GNB |
| 332 | Haiti | HT | HTI |
| 364 | Iran  | IR | IRN |
| 388 | Jamaica | JM | JAM |
| 422 | Lebanon | LB | LBN |
| 434 | Libya | LY | LBY |
| 466 | Mali | ML | MLI |
| 104 | Myanmar | MM | MMR |
| 558 | Nicaragua | NI | NIC |
| 408 | North Korea (DPRK) | KP | PRK |
| 275 | Palestine | PS | PSE |
| 591 | Panama | PA | PAN |
| 686 | Senegal | SN | SEN |
| 706 | Somalia | SO | SOM |
| 728 | South Sudan | SS | SSD |
| 736 | Sudan | SD | SDN |
| 760 | Syria | SY | SYR |
| 780 | Trinidad and Tobago | TT | TTO |
| 800 | Uganda | UG | UGA |
| 548 | Vanuatu | VU | VUT |
| 862 | Venezuela | VE | VEN |
| 732 | Western Sahara | EH | ESH |
| 887 | Yemen | YE | YEM |
| 716 | Zimbabwe | ZW | ZWE |

If you are registering to use the Services on behalf of a legal entity, you confirm and guarantee that such a legal entity:

* Is duly organized and validly operating under the applicable laws in the jurisdictions where it was established;
* You are duly authorized by such a legal entity to act on its behalf.

You further confirm and warrant that you:

* Have not previously been suspended or banned from using our Services;
* Have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party;
* Understand the risks associated with using the Website and you are not prohibited or restricted from using the Platform by this Policy;
* Will not use our Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or for further violation of applicable AML/ CTF legislation, or to deal in any illegal Cryptocurrencies or Fiat;
* Will not trade or obtain financing on the Website or use any Services with anything other than Funds that have been legally obtained by you and that belong to you;
* You are currently in compliance with all legislation that relate to or affect the Services conducted under these Terms and Conditions;
* Do not use any Funds directly or indirectly in the following circumstances: a) as a person under the sanctions or a person from the prohibited jurisdiction; b) on behalf of or for the benefit of a sanctioned person or any person from the prohibited jurisdiction; c) in violation of or as prohibited, restricted, or penalized under applicable economic sanctions;
* Have not: a) violated, b) been fined, debarred, sanctioned, subjected to economic sanctions and related restrictions, or otherwise penalized, c) received any oral or written notice from any government concerning actual or possible violation by you, d) been in any report or notification received by us mentioning that you are the subject or target of sanctions, restrictions, penalties, enforcement actions or investigation under any applicable laws;
* Promised, given, or authorized any payment, or offered, promised, given, or authorized provision of anything else of value, including any Cryptocurrencies, to a Government Official or an individual employed by another entity in the private sector in violation of applicable Anti-Corruption laws;
* Will not falsify any registration and administration details provided to GUAVAPAY (before establishing and during business relationships).

**17. Liability**

Except as otherwise provided for in this Agreement, neither we, nor our service providers, nor any of our or their respective officers, directors, agents, employees or representatives, will be liable for any:

* Loss of profits or loss of expected revenue or gains;
* Loss of or damage to reputation or goodwill; any loss of business or opportunity, Customers or contracts; any loss or waste of overheads, management or other staff time;
* Loss of use of hardware, software or data and / or any corruption of data; including, but not limited, to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and / or any interruption in any such data;
* Loss or damage whatsoever which does not stem directly from our breach of this Agreement.

**18. No Waiver**

Any failure by GUAVAPAY to exercise any of its respective rights, powers, or remedies under these Terms and Conditions, or any delay by us, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by GUAVAPAY does not prevent either from exercising any other rights, powers, or remedies.

**19. When we are not responsible for things that go wrong**

We will try to help you if something goes wrong, as long as you have acted honestly and kept us informed.

Please note that we will not be responsible for any losses you may suffer if we cannot perform our obligations under this Agreement due to any legal or regulatory requirements or abnormal or unforeseeable circumstances, which are outside our control and which we could not have avoided.

GUAVAPAY is not responsible for damages caused by delay or failure to perform undertakings under these Terms and Conditions, when the delay or failure are due to:

* Fires;
* Strikes;
* Floods;
* Power outages or failures;
* Acts of God or the state’s enemies;
* Lawful acts of public authorities;
* Any and all market movements, shifts, or volatility;
* Security breaches or Cyber attacks;
* Criminal acts;
* Delays or defaults caused by common carriers;
* Acts or omissions of third parties; or,
* Any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against.

 In the event of force majeure, GUAVAPAY is excused from any performance obligations and these Terms of Service shall be fully and conclusively at an end.

**20. No warranty**

The Company takes the utmost care of the quality of the Website for both content and user-friendliness and takes all reasonable measures to provide correct and up-to-date information on the Website.

Opinions and any other contents at the Website are provided by us for personal use and informational purposes only and are subject to change without notice.

Nothing on this Website should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any Services or to engage in any other Transaction, or to provide any trade advice. Nothing contained on the site constitutes investment, legal, tax or other advice and is not to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making any investment decision.

**21. Property and intellectual property rights**

The company reserves all property and intellectual property rights on the platform itself and on all its components. This includes, but is not limited to, any text, illustrations, layouts and computer programs. Copyright, or all rights reserved.

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**22. Hypertext links**

Where we provide hypertext links to third-party internet websites, such links are not an endorsement by us of any products or Services in such websites. Except in the case of gross or intentional negligence or misconduct on our part, you use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such websites. We have not verified the truth or accuracy of any content of such websites.

This site may also contain some material provided by third parties and we accept no responsibility or liability for the accuracy of such material.

Access to these internet sites is at the exclusive risk of the Customer, being fully aware that these internet sites may be subject to other terms and conditions for using, other provisions regarding the protection of privacy than those applicable on our Website. GUAVAPAY cannot be held responsible for the respect by these sites of any applicable legislation or regulations.

No third party is permitted to link any other website to this site without obtaining our prior written consent.

**23. Privacy**

You explicitly consent to us accessing, processing, and retaining any information you provide, for the purposes of providing our Services to you. This does not affect any rights or obligations you or we have under the data protection legislation. You may withdraw this consent by closing your Account. If you do this, we will stop using your data for this purpose, but may continue processing your data for other purposes.

Our Privacy Policy explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We have made our Privacy Policy available to you separately on the Website. We will inform you when we make any changes to it.

**24. Law enforcement requests**

In the event of suspicion of money laundering or terrorist financing, GUAVAPAY can receive information requests in relation to its Customers from law enforcement agencies around the world. Usually these inquiries consist of two types of data: information about the Customers’ identities or information about their trading activities. In these cases, we will review each inquiry and request for voluntary disclosure to determine that it has valid legal basis to ensure that only the data to which law enforcement is entitled is provided.

The Company also reserves the right to make disclosures to authorities in order to protect itself, any associates and the Customers.

**25. Communications sent by Internet users**

We want to hear from you if you are not satisfied with any of our services, or have additional questions. Please contact us via the following e-mail address: info@guavapay.com

**26. Applicable rules and competent authority**

These Terms and Conditions shall be governed by, construed, and enforced in accordance with the Laws of the Republic of Lithuania, and shall be interpreted in all respects as a contract valid under the laws of the Republic of Lithuania. You irrevocably and unconditionally agree and consent to the jurisdiction and venue of the courts of the Republic of Lithuania.

If you are a Customer of GUAVAPAY , any dispute, claim or controversy arising out of or relating to:

a) the Terms and Conditions or the existence, breach, termination, enforcement, interpretation or validity thereof, or, b) your Account, the operations and Services of the Website, or, c) your access to or use of the Services at any time, shall be subject to and finally resolved by the Court of Lithuania.

Lithuanian will be the language of the court proceedings.

**27. Applicability of the present Terms and Conditions**

GUAVAPAY reserves the right to modify these Terms and Conditions at any time. We’ll need to keep our terms up to date so they cover changes we’re making to our business and changes we don’t control (such as: changes in general law or regulations, decisions or recommendations we have to follow made by a regulator or court, new industry guidance and recommendations). The company only makes changes for these reasons if it is reasonable for us to pass on the impact of that change. The Customer will be informed of such a modification via public updates available on our Website.

The provisions of the present Policies apply without prejudice to any mandatory legal or regulatory provisions.

**28. Governing language and translations**

These Terms and Conditions, Privacy Policy, and other agreements or communications notified through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereof, the English language version of such documents shall govern and prevail.