

TERMS OF USE

ACCEPTANCE OF TERMS OF USE

Please read these terms of use in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We occasionally update these terms so please refer back to them in the future.

Access to and use of the website with the URL www.cpayments.eu (hereinafter referred to as the 'Website'), as well as any information contained in the Website are subject to these terms of use (hereinafter referred to as the 'Terms of Use').

By using this website ("Site"), registering for a cpayments.eu Account ("Account"), or using any of our other cpayments.eu Services, you ("you, your, or yourself") are agreeing to accept and comply with these Terms of Use. As used in these Terms of Use, "cpayments.eu" refers to the company Digital Active OÜ, including, without limitation, its owners, directors, investors, employees or other related parties. Depending upon the context, "cpayments.eu" may also refer to the services, products, website, content or other materials (collectively, "cpayments.eu Services") provided by cpayments.eu.

The Service operated by cpayments.eu allows buyers ("Buyers"), to buy the Internet currency known as "Bitcoins" (see <http://bitcoin.org>).

The Service operated by cpayments.eu also allows all registered users of the Service ("Members") to:

1. Transfer Bitcoins to other Members or other users of Bitcoin outside the cpayments.eu site.
2. Use Bitcoins for purchasing goods and services.

Any new services which may be offered through the Website shall also be subject to these Terms of Use.

Depending on your country of residence, you may not be able to use all the functions of the Site. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access this Site and Services. As long as you agree to and comply with these Terms of Use, cpayments.eu grants to you a personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Site and the Service.

IF YOU DO NOT ACCEPT THE TERMS OF USE AND CONDITIONS OUTLINED IN THIS AGREEMENT, DO NOT ACCESS THIS SITE AND DO NOT USE THIS SERVICE.

By opening an Account, you expressly represent and warrant:

1. You have accepted these Terms of Use; and
2. You are at least 18 years of age and have the full capacity to accept these Terms of Use and enter into a transaction involving Bitcoins.

RISKS

The trading of goods and products, real or virtual, as well as virtual currencies involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, the value of your assets may increase or decrease at any given moment. Any currency - virtual or not - may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market.

Bitcoin trading also has special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Bitcoin is a unique currency, backed by technology and trust. There is no central bank that can take corrective measure to protect the value of Bitcoins in a crisis or issue more currency.

Instead, Bitcoin is an as-yet autonomous and largely unregulated worldwide system of currency firms and individuals. Traders put their trust in a digital, decentralised and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

Bitcoin trading is probably susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in Bitcoin because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems: if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.

There may be additional risks that we have not foreseen or identified in our Terms of Use. You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading Bitcoins.

We use our banking providers in order to receive client moneys and make payments. Our banking providers DO NOT transfer Bitcoins, exchange Bitcoins, or provide any services in connection with Bitcoins.

LIMITED RIGHT OF USE

Unless otherwise specified, all Materials on this Site are the property of cpayments.eu and are protected by copyright, trademark and other applicable laws. You may view, print and/or download a copy of the Materials from this Site on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices and that you do not modify any content without our consent. Material on this website must not be republished online or offline without our prior written permission.

The trademarks, service marks, copyright, intellectual property rights and logos of cpayments.eu and others used in this Site ("Trademarks") are the property of cpayments.eu and their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on this Site belong to cpayments.eu. The Trademarks and Material should not be copied, reproduced,

modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such Materials on any other Site or networked computer environment for any other purpose is strictly prohibited; any such unauthorised use may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

MAINTAINING YOUR ACCOUNT: OUR RULES

Delivery

BITCOINS are delivered to your BITCOIN wallet by using the information provided by you. You are responsible for providing us with the correct information about your BITCOIN wallet. If you pay by credit/debit card, BITCOINS will be delivered within a reasonable time after the transaction is completed. Usual delivery time is up to one hour and best observed delay is 20 minutes (2 blocks confirmation).

No Cancellation Right

WHEN YOU COMPLETE A PURCHASE, YOU ACCEPT THAT YOU HAVE NO CANCELLATION RIGHT IN RELATION TO THE PURCHASE.

The price of BITCOIN depends on fluctuations in the market beyond the control of cpayments.eu and likely to occur between the moment you complete a purchase and the moment you receive BITCOIN, for this reason, customers cannot have a cancellation right in relation to the purchase.

Refunds

We reserve the right to perform refunds only in case the purchased Bitcoins could not be delivered due to rapid change of price on the market and consequential forced stop of trading, due to our inability to deliver the purchased Bitcoins. From the full amount a processing fee of 7% will be deducted. In any case where the purchased Bitcoins cannot be delivered, we will notify the customer right away and send details of refund by e-mail.

This Site is for your personal and non-commercial use only. We are vigilant in maintaining the security of our Site and the Service. By registering with us, you agree to provide cpayments.eu with current, accurate, and complete information about yourself as prompted by the registration process, and to keep such information updated. You further agree that you will not use any Account other than your own, or access the Account of any other Member at any time, or assist others in obtaining unauthorised access.

The creation or use of Accounts without obtaining the prior express permission from cpayments.eu will result in the immediate suspension of all said Accounts, as well as all pending purchase/sale offers. Any attempt to do so or to assist others (Members or otherwise), or the distribution of instructions, software or tools for that purpose, will result in the Accounts of such Members being terminated. Termination is not the exclusive remedy for such a violation, and cpayments.eu may elect to take further action against you.

You also are responsible for maintaining the confidentiality of your Account information, including your password, safeguarding your own Bitcoins, and for all activity including Transactions that are posted to your Account. If there is suspicious activity related to your Account, we may, but are not obligated, to request additional information from you, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests, or accept termination of your Account. You are required to notify cpayments.eu immediately of any unauthorised use of your Account or password, or any other breach of security, by email addressed to support@cpayments.eu. Any Member who violates these rules may be terminated, and thereafter held liable for losses incurred by cpayments.eu or any user of the Site.

USER OBLIGATIONS

The User is forbidden from carrying out activities which have the purpose of rendering the Website defective, useless, overloading the Website or to hinder, complicate or delay its use or operation. The User is also forbidden to use the Website for fraudulent purposes, or to engage in any conduct which may damage or negatively affect the image, interests or rights of [Cpayments.eu](https://cpayments.eu) or any third parties.

The User shall be liable for damages caused to cpayments.eu or third parties as a consequence of the breach of the obligation set forth in this paragraph. cpayments.eu expressly reserves the right to exercise all actions to which it may be entitled by Law.

With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

When using this Website you shall not post or send to or from this Website any material:

1. For which you have not obtained all necessary consents;
2. That is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to Estonian law;
3. Which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website.

Finally, you agree that you will not use the Service to perform criminal activity of any sort, including but not limited to, money laundering, terrorist financing, or malicious hacking.

The minimum allowable trade is 20€.

TERMINATION OF UNVERIFIED ACCOUNTS

You may terminate this agreement with Cpayments.eu, and close your Account at any time, following settlement of any pending transactions.

You also agree that Cpayments.eu may, by giving notice, in its sole discretion terminate your access to the Site and to your Account, including without limitation, our right to: limit, suspend or terminate the service and Members' Accounts, prohibit access to the Site and its content, services and tools, delay or remove hosted content, and take technical and legal steps to keep Members off the Site if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms.

Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Members for any reason, including without limitation :

- (1) attempts to gain unauthorised access to the Site or another Member's account or providing assistance to others' attempting to do so,
- (2) overcoming software security features limiting use of or protecting any content,
- (3) usage of the Service to perform illegal activities such as money laundering, financing terrorism, or other criminal activities,
- (4) violations of these Terms of Use,
- (5) failure to pay or fraudulent payment for Transactions,
- (6) unexpected operational difficulties, or
- (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by Cpayments.eu, acting in its sole discretion.

We expressly reserve the right to cancel and/or terminate Accounts that have not been verified by the Client despite our good faith efforts to contact you seeking such verification ("Unverified Accounts").

All Unverified Accounts which have been inactive for a period of 6 months or more will no longer be maintained or be the legal responsibility of Digital Active OÜ.

The suspension of an Account shall not affect the payment of the commissions due for past Transactions.

AVAILABILITY OF SERVICES

All services are provided without warranty of any kind, either express or implied. We do not represent that this Site will be available 100% of the time to meet your needs. We will strive to provide you with the Service as soon as possible but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information and we will not be liable if this website is unavailable at any time.

We will use reasonable endeavours to ensure that the Site can normally be accessed by you in accordance with these Terms of Use. We may suspend use of the Site for maintenance or the Website may be temporarily unavailable due to issues such as system failure or for reasons beyond our control.

We will make reasonable efforts to give you notice of any interruption however you acknowledge that this may not be possible in an emergency.

APIs AND WIDGETS

We may provide access to certain parties to access specific data and information through our API (Application Programming Interface) or through widgets. We also may provide widgets for your use to put our data on your Site. You are free to use these in their original unmodified and un-altered state.

EXTERNAL WEBSITES

cpayments.eu makes no representations whatsoever about any outside or third party website which you may access through the Site. Occasionally, the cpayments.eu website may provide references or links to other websites ("External Websites"). We do not control these third party sites or any of the content contained therein. You agree that we are in no way responsible or liable for External Websites referenced or linked from the cpayments.eu website, including, but not limited to, website content, policies, features, promotions, products, opinions, advice, statements, prices, activities and advertisements, services or actions and/or any damages, losses, failures or problems caused by, related to, or arising from those sites. You shall bear all risks associated with the use of such content.

External Websites have separate and independent terms of use and related policies. We request that you review the policies, rules, terms, and regulations of each site that you visit. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

Third parties' websites on which the link may appear must not contain any misrepresentation, or inaccurate, false or incorrect information about the Website, cpayments.eu or any of the persons or entities related to cpayments.eu.

The content of such third parties' websites must be legal and appropriate in respect of the services provided by cpayments.eu, and could not lead the User to think that cpayments.eu agrees with such content.

If you choose to link to our website in breach of the above you shall fully indemnify us for any loss or damage suffered as a result of your actions.

FINANCIAL ADVICE

For the avoidance of doubt we do not provide any investment advice in connection with the Services contemplated by these Terms of Use. We may provide information on the price, range and volatility of Bitcoins and events that have affected the price of Bitcoins but this is not considered investment advice and should not be construed as such. Any decision to purchase or sell Bitcoins is your decision and we will not be liable for any loss suffered.

FINANCIAL REGULATION

Our business model, and our Service, consists of facilitating the buying of Bitcoins and their use to purchase goods in an unregulated, international open payment system. The Services we provide are currently regulated within Estonia.

EMAIL

Email messages sent over the Internet are not secure and cpayments.eu is not responsible for any damages incurred by the result of sending email messages over the Internet.

DISCLOSURES TO LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS

We may share your Personal Information with law enforcement, data protection authorities, government officials, and other authorities when:

1. Required by law;
2. Compelled by subpoena, court order, or other legal procedure;
3. We believe that the disclosure is necessary to prevent physical harm or financial loss;
4. Disclosure is necessary to report suspected illegal activity; or
5. Disclosure is necessary to investigate violations of our Terms of Use or [Privacy Policy](#).

With respect to US residents, we also may share your information with other financial institutions as authorized under Section 314(b) of the US Patriot Act, and with tax authorities, including the US Internal Revenue Service, pursuant to the Foreign Account Tax Compliance Act ("FATCA"), to the extent that this statute may be determined to apply to cpayments.eu. "Personal Information" refers to information that identifies an individual, such as name, address, e-mail address, trading information, and banking details. "Personal Information" does not include anonymised and/or aggregated data that does not identify a specific user.

INTERNATIONAL TRANSFERS OF PERSONAL INFORMATION

We store and process your Personal Information in data centres around the world, wherever cpayments.eu facilities or service providers are located. As such, we may transfer your Personal Information outside of the European Economic Area ("EEA"). Such transfers are undertaken in accordance with our legal and regulatory obligations.

JURISDICTION

The Terms of Use shall be governed and construed in accordance with Estonia Law and therefore no representations or warranties are granted as to the compliance of the content of the Website or the services offered through it with the laws of any other country or jurisdiction. Any dispute(s) arising in connection with this Website are subject to the exclusive jurisdiction of Estonia.

LIMITATION OF LIABILITY

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs

and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

To the extent permitted by law, cpayments.eu will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered arises from negligence or wilful deceit or fraud. Nothing in these terms excludes or limits the liability of either party for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not by law be limited or excluded.

Subject to the foregoing, cpayments.eu's aggregate liability in respect of claims based on events arising out of or in connection with any single Member's use of the Site and/or Service, whether in contract or tort (including negligence).

INDEMNITY

To the full extent permitted by applicable law, you hereby agree to indemnify cpayments.eu, and its partners against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if directly or not directly arising from your use of cpayments.eu's Sites, your use of the Service, or from your violation of these Terms of Use.

MISCELLANEOUS

If we are unable to perform the Services outlined in the Terms of Use due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy we will not have any liability to you with respect to the Services provided under this agreement and for a time period coincident with the event.

MODIFICATION OF TERMS

cpayments.eu reserves the right to change, add or remove portions of these Terms, at any time, in an exercise of its sole discretion. You will be notified of any changes in advance through your Account. Upon such notification, it is your responsibility to review the amended Terms. Your continued use of the Site following the posting of a notice of changes to the Terms signifies that you accept and agree to the changes, and that all subsequent transactions by you will be subject to the amended Terms.

DISCLAIMER

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the veracity, accuracy or legality of the content of the Website. We may modify or shut down the Website at any time, to delete contents of the Website or to modify them in any other way, and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

DEFINITIONS

Account: The contractual arrangement wherein a cpayments.eu Member has accepted our Terms of Use and [Privacy Policy](#) , and received approval to use the cpayments.eu Services, including the purchase and sale of Bitcoins and to perform associated Transactions.

Bitcoin: The Peer-to-Peer internet currency further described at <http://bitcoin.org>.

Buyer(s): Member(s) willing to buy Bitcoins through the Service.

Commission: The fee which is payable to cpayments.eu on each Transaction, such as a Bitcoin Purchase Transaction.

Member(s): Buyers.

Personal Information: Information that identifies an individual, such as name, address, e-mail address, trading information, and credit cards details. "Personal Information" does not include anonymised and/or aggregated data that does not identify a specific user.

Price: The "price per coin" for which Members are willing to purchase Bitcoins, using the Service in a Bitcoin Purchase Transaction. The Price may be expressed in any of the currencies supported by the Service. See our Site for a full list of currencies.

Service(s): The technological platform, functional rules and market managed by cpayments.eu to permit Buyers to perform purchase transactions of Bitcoins.

Transaction: Includes the following:

1. The agreement between the Buyer and cpayments.eu to exchange Bitcoins through the Service for currencies at a commonly agreed rate ("Bitcoin Purchase Transaction");
2. The conversion of currencies into Bitcoins by Members through credit cards ("Purchase Transaction");
3. The transfer of Bitcoins to Members ("Bitcoin Transfer Transaction") and ;

Transaction Price: The total price paid by the Buyer in respect of each Transaction performed through the Service.

IDENTIFICATION OF THE ENTITY THAT OWNS THE WEBSITE

The Website is owned by the Estonian Company : DIGITAL ACTIVE OÜ Company Number 14415587 with registered address: Peterburi tee 47 Tallinn Harjumaa 11415.

CONTACT US

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms, and/or your use of the Site and the Service, your Account, or any other matter, please contact support@cpayments.eu.