# TERMS OF USE

*Last Updated: 25 September 2023*

These Terms of Use ("Terms") govern the conditions under which Users may access and utilize the Services offered through the website<https://mikepay.net> (hereinafter referred to as "Services"), provided by MikePay LTD, a company incorporated under the laws of the Republic of Seychelles, with company registration number 238574.  
By using or accessing the Services, you are acknowledging and agreeing to be bound by these Terms, as well as any accompanying policies and notices, including any future modifications thereto. If you do not accept these Terms or any related policies, you must refrain from accessing or using the Services.

The Company does not provide investment or consultancy services. All Users must fully understand the risks associated with the trading of Virtual Assets and should exercise caution, acting responsibly and within their financial capacities.

## List of terms

1. **Services**: The specific services as listed on the website<https://mikepay.net>.
2. **Virtual Assets**: Refers to cryptocurrencies, digital currencies, digital assets, crypto-assets, or any other similar terminology, including but not limited to Bitcoin or Ethereum.
3. **User Account**: A personal or corporate account created by a User to gain access to the Services.
4. **AML Policy**: The anti-money laundering policies implemented by the Company in accordance with applicable laws, which form an integral part of these Terms.
5. **User**: Any natural person or legal entity utilizing the Services.

## Scope of services

* 1. MikePay LTD provides a variety of services, including a hosted wallet service and Virtual Asset services such as deposits, exchanges, transfers, and other transactions involving Virtual Assets
  2. In accordance with applicable laws, we reserve the right, at our discretion, to suspend, limit, or terminate your access to any or all Services, including but not limited to your User Account, if:
     1. We reasonably believe we are required to do so by law, or by any court or authority in any applicable jurisdiction;
     2. There is reasonable suspicion that you have violated these Terms or are attempting to circumvent them, including any misuse of incentive programs;
     3. There is a reasonable suspicion of fraud;
     4. Your User Account is compromised, or the Services are being misused;
     5. There is a reasonable suspicion of money laundering, terrorist financing, fraud, or other financial crimes;
     6. You are believed to be engaging in illegal or fraudulent activities.

## Effective date and Amendments

1. These Terms take effect once you click “Agree.” By doing so, you certify that you have read and accepted these Terms, the Privacy Policy, the AML Policy, and any related policies or notices.
2. We reserve the right to modify, update, supplement, or terminate these Terms at any time. Any changes will become effective upon publication on the website. The date of the latest update is noted at the top of these Terms. We advise you to review these Terms periodically for changes.
3. Your continued use of the Services signifies your acceptance of the revised Terms and related policies. If you do not agree to the updated Terms, you must discontinue using the Services.

## User Account

1. To fully utilize the Services, you must register a User Account and complete an identification procedure. By registering, you agree to provide accurate, valid, current, and complete information for the purpose of identity verification. This information will be used to verify your identity.
2. You may conduct transactions of up to 700 euros without undergoing a formal business relationship and identification procedure.
3. You guarantee that all information provided upon registration is accurate and complete. The Company reserves the right to request additional or updated documentation at its discretion, and failure to comply may result in suspension or permanent termination of the Services or your User Account.
4. You may choose a unique account name (nickname). If the selected nickname violates third-party rights or applicable law, we reserve the right to reject your account registration.
5. By signing up for the Services, you represent and warrant that:
   1. You are at least 16 years of age or have reached the legal age to enter a binding contract under the laws of your jurisdiction (if you are an individual);
   2. You have the legal capacity to enter into a binding contract and are not barred from using the Services by any applicable laws;
   3. You have not been previously suspended or removed from the Services;
   4. You do not have more than one User Account;
   5. Your use of the Services will not violate any applicable laws, including but not limited to laws related to anti-money laundering, anti-corruption, and counter-terrorist financing.
   6. You reside or are incorporated in a country supported by our services, and you are not a citizen or resident of any country included in sanctions lists.
6. You are allowed only one User Account, but you may create sub-accounts under your main User Account.
7. The Company reserves the right to deny service to any User suspected of engaging in money laundering, terrorist financing, or other illegal or undesirable activities.
8. If no transactions are detected in your User Account for a period of one year, we may begin charging fees and freezing your account as outlined below. You will be notified of any impending changes to your account. If no activity is recorded after notification, your account will be frozen and a monthly fee of 20 USDT will be deducted. If insufficient funds remain, no further fees will be imposed. However, if you resume regular account activity after notification, no charges will apply.

## Use of Services

1. Initiation of the Services and management of the Service process is carried out by You.
2. For Hosted Wallet Services, we provide you with a secure custodial wallet for storing, transferring, and transacting with Virtual Assets. The Wallet integrates various providers and blockchain systems to facilitate your activities.
3. Deposits, withdrawals, exchanges, and transfers of Virtual Assets are subject to these Terms. Transactions may be delayed due to blockchain errors or unforeseen circumstances outside of our control. We will use reasonable efforts to resolve any delays promptly.
4. Once initiated, Virtual Asset transactions cannot be reversed or modified. You are responsible for ensuring the accuracy of all transaction details, such as addresses and tags. Incorrect information may result in an irreversible loss of Virtual Assets.
5. You may withdraw Virtual Assets at any time, provided sufficient funds are available to cover applicable fees. You are solely responsible for the accuracy of all transaction details.
6. We are not liable for losses arising from transactions to incorrect addresses or transactions involving unsupported Virtual Assets.Transaction fees may apply and will be debited from your User Account.
7. If you lose access to your User Account, phone, or device, you must notify us immediately. We cannot guarantee the safety of your assets without timely notification. Restoring access will require an identification process and proof of ownership, and we reserve the right to deny access restoration if the provided evidence is insufficient.
8. Blockchain networks operate as decentralized, peer-to-peer systems that are neither owned nor controlled by us. You acknowledge and accept that the underlying protocols governing Blockchain networks may be susceptible to bugs, forks, hacking attempts, modifications, or other unforeseen events beyond our control, which may result in the loss of your Virtual Assets. We disclaim any liability for such losses.
9. We do not warrant that any transactions you initiate in connection with our Services will be confirmed by the relevant network. You acknowledge and agree that the transactions you submit may fail to be validated or may experience significant delays due to factors associated with the applicable Virtual Currency network used for processing.
10. We make no guarantees regarding the timely execution of Services in instances where your transaction is delayed by the corresponding Virtual Currency network.
11. While we offer a broad selection of Virtual Assets, we reserve the right to cease support for any Virtual Asset (delisting). In the event of delisting, we will notify you through the Website, and you will have one month from the date of notification to withdraw the affected Virtual Assets. If the assets are not withdrawn within this period, they will be permanently lost and will not be recoverable, refundable, or compensable in any form.

## Limitations and Liability

* 1. You utilize the Services at your own discretion and assume full responsibility for doing so. The Services are offered on an "AS IS" and "AS AVAILABLE" basis.
  2. You bear sole responsibility for safeguarding your passwords, and we cannot be held liable for any loss of passwords or unauthorized access to your assets arising from such loss. Additionally, we shall not be held responsible for any damages you may incur as a result of phishing attacks.
  3. You are accountable for any harm or damage caused by your actions. Accordingly, you are obligated to:
     1. Comply with the laws of your jurisdiction and fulfill your obligations under these Terms and Conditions;
     2. Ensure the security of all information necessary to access your User Account;
     3. Prevent unauthorized third-party actions and the loss of data needed to access your account;
     4. Refrain from engaging in any activities that could disrupt the proper functioning of the Service;
     5. Avoid distributing information or software containing viruses or other harmful components;
     6. Refrain from endangering the property, health, or safety of individuals, entities, or nations;
     7. Abstain from participating in illegal or fraudulent activities.
  4. We disclaim responsibility for:
     1. The accuracy of any data you transmit;
     2. Interruptions or lack of access to the Services, provided such interruptions are not due to our actions;
     3. Any actions or omissions by you or third parties;
     4. Power outages, data transmission failures, connectivity issues, or Internet access problems beyond our control;
     5. Any infringement of third-party rights caused by your use of the Services;
     6. Loss of information required to access your User Account.
  5. We shall not be liable for any direct, indirect, incidental, special, or punitive damages, including but not limited to losses related to profits, data, goodwill, business interruptions, or any other commercial or intangible damages arising from:
     1. Your use of the Services;
     2. Unauthorized access, use, or modification of your transactions or content, if such unauthorized access occurred due to your actions or inaction.
  6. You agree to adhere to all applicable laws, including but not limited to securities and financial market regulations, anti-money laundering and anti-counterfeiting laws, consumer protection laws, and financial regulations. We shall not be held liable for any legal violations committed by you.

## Sanctions policy

1. You are not permitted to use the Services if you reside or are registered in a country subject to international sanctions or if the use of the Services violates the laws of your jurisdiction.

## Force Majeure

1. You agree that Services will not be liable for delays, performance failures or service interruptions which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/ or software, other catastrophe, or any other occurrence which is beyond our reasonable control.

## Intellectual property right

1. All text, graphics, patents, editorial content, data, layouts, drawings, HTML code, images, software, and any other materials related to the API or the Website (collectively referred to as "Proprietary Material") that appear or are displayed on the Site are the exclusive property of the Company. This Proprietary Material is legally protected.

## Termination of Terms

1. These Terms remain in effect as long as you use the Services. You may terminate these Terms and close your User Account at any time.
2. Before closing your account, you must withdraw all assets. Failure to do so within 10 business days after submitting a closure request will result in the irretrievable loss of any remaining funds.
3. Your use of the Services and relationship with us are subject to the laws and regulations of your jurisdiction and ours.
4. Your relationship with us and Your use of the Services may be subject to the laws, regulations and rules of governmental or regulatory authorities in Your or our jurisdiction ("Applicable Law"). By entering into this agreement, You agree to act in compliance with and be legally bound by any applicable law.