

## TERMS AND CONDITIONS

Last updated: August 7<sup>th</sup>, 2025

**Company's** website and **Services** are governed by this **Terms and Conditions** (hereinafter **Terms**) and other available documentation. By using this website or **Company's Services** in the future and/or registering to use the **Company's** services, you confirm that you have studied, understood, accepted and agreed to comply with this **Terms and Conditions**.

“**Account**” - means the Account on the Paykilla platform created for the use of the **Services**.

“**Agreements**” – any other written documents provided by us and agreed upon by you (for example, Privacy policy).

“**Services**” - all **Services** provided by us via the **Website** or in other ways.

“**Transfers**” - meaning providing a service of transferring crypto-assets from and to **Account** from and to third party addresses and accounts including but not limited to top-ups and payouts.

“**Company**” – means **INGRASE Ltd.** (reg. number 245602), established and acting under the Law of the Republic of Seychelles in these terms also referred to as “**Paykilla**”, “**we**” or “**us**”.

“**Website**” - <https://paykilla.com>.

### 1. Eligibility and Warranties

To use this **Website** and our **Services**:

- you must be 18 years old or over;
- you must not be a resident of, or be established (including but not limited to holding a valid passport) in the USA or in the jurisdictions where our **Services** are restricted;
- you warrant us that you are not a resident or established in the USA or other jurisdictions where the **Services** offered are restricted;
- you warrant us that any funds you deposit are from a legitimate source;
- you warrant us that using our **Services** does not constitute a breach of your home jurisdiction's laws;
- you warrant us that any information or documents you provide as part of any process and including but not limited to the ID verification process are correct, genuine and up-to-date.

### 2. Access to Services

You can open an initial account by providing us with your email address or creating an email address with the help of our stuff, by choosing a password and downloading a security system for a 2-step verification. You must treat the registration information as confidential. You must not disclose it to any third party.

We have the right to disable/frozen any account, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these **Terms** or with any other **Agreements**.

You accept that we reserve the right to liquidate any processing or transfers at any time regardless of the profit.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at [info@paykilla.com](mailto:info@paykilla.com).

We do not warrant that the use of the **Website** or any materials contained therein will be uninterrupted or error free. **Services** are provided on an “as is” and “as available” basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law.

We do not accept liability for the timely operation of the **Website**.

By using this service, you accept that all **Transfers** are final and irreversible.

### 3. Due Diligence

We reserve the right to verify your identity or identity of your clients for the purposes of complying with the Seychelles’ Anti-Money Laundering Act 2006 or any other applicable law. You agree to cooperate with us in our due diligence process and will provide all documentation or information that we may require to satisfy ourselves of your identity and the purpose of the business relationship.

### 4. Withdrawal

It is your responsibility to provide us with the correct details of your or your client’s addresses. We accept no liability for any incorrect transactions.

### 5. Account suspension or termination

We may restrict, suspend or terminate **Accounts** or deny access to the Website without notice in the event that we suspect or have reason to believe you are engaged in suspicious or other activity or have breached any of the above warranties or other provisions of these **Terms** or other **Agreements**.

This may result in the unwinding or full reversal of any **Services** that are being provided to you.

Whilst your account is frozen, we will conduct an investigation and may require you to cooperate with our enquiries. During the investigation stage you will not be able to receive or send out transactions to your account nor from it. At the end of the investigation, we may, at our own discretion, decide to close your account for which we are not required to provide you with any reasons for the same. We reserve the right at our own discretion to close your account at any time.

### 6. Disclaimer

The content on our **Website** is provided for general information only and, at times, may be incomplete, out of date or inaccurate. It is not intended to provide any advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our **Website**.

Any reliance on this information is solely at your own risk.

To the fullest extent permitted by applicable law:

- we exclude all implied conditions, warranties, representations or other terms that may apply to our **Website** or any content on it
- we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (a) use of, or inability to use, our **Website**; or (b) use of or reliance on any content displayed on our **Website**.

Without prejudice to the foregoing, we will not be liable for:

- loss of profits, sales, business, or revenue;
- interruption of use or loss or corruption of data;
- business interruption;
- any indirect or consequential loss or damage.

Subject to the limitations referred to above, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to an amount equivalent to the fees paid by you to us under this agreement during the twelve (12) month period prior to the cause of action.

## 7. Indemnification

You hereby indemnify us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any costs including attorneys' fees that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of these Terms including without limitation your breach of our other policies or your violation of any law, rule or regulation, or the rights of any third party.

## 8. Intellectual rights

We are the owner or the licensee of all intellectual property rights in our **Website**, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

## 9. Restrictions

When accessing and using the **Service**, You must:

- not misuse the **Website** by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- not attempt to gain unauthorised access to our **Website**, the server on which our Website is stored or any server, computer or database connected to the Website;
- not attack our **Website** via a denial-of-service (DOS) attack or a distributed denial-of service (DDOS) attack;
- not attempt to undermine the security or integrity of our systems, including third party associated systems;
- not use the **Services** or associated third party **Services** in any way which may impair their functionality;

- not attempt to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the **Website**

We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our **Website** will cease immediately.

We do not guarantee that our **Website** will be secure or free from bugs or viruses.

You may link to our **Website**, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our **Website** in any website that is not owned by you.

We reserve the right to withdraw linking permission without notice.

## **10. Fees**

Fees are disclosed within the Merchant's Agreement which is provided by us during the registration process.

## **11. Force Majeure**

Neither party shall be in breach of these **Terms** nor liable for delay in performing, or failure to perform, any of its obligations under these **Terms** if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## **12. Transfer**

This agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else.

We may transfer, novate or assign our rights, licenses, interests and / or our obligations under or in connection with this agreement at any time.

## **13. Miscellaneous**

Nothing in these **Terms of Service** is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

These **Terms of Service** are governed by Seychelles law and the non-exclusive jurisdiction of the Seychellois courts.

If any provision or part-provision of these **Terms** is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

This **Terms** can be terminated or altered personally for the client when the **Merchant's Agreement** is being concluded.

We reserve the right to amend these **Terms** from time to time. Every time you wish to use our website, please check these **Terms** to ensure you understand the terms that apply at that time. Copies of the most recent version will be made available on the **Website** at all times and will be provided to you by email on your request.