FaradPay – Terms of Service

Updated: **DECEMBER 15, 2025**

IMPORTANT! PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS DOCUMENT BECOMES LEGALLY BINDING ONCE YOU MARK THE "ACCEPT TERMS AND CONDITIONS" CHECKBOX. **IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DISAGREE WITH, PLEASE DO NOT MARK THE "ACCEPT TERMS AND CONDITIONS" CHECKBOX**. WHETHER THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, PLEASE DO NOT HESITATE TO CONTACT OUR SUPPORT TEAM AT SUPPORT@FARADPAY.COM.

YOU SHOULD BE AWARE THAT DEALING WITH VIRTUAL ASSETS INVOLVES SIGNIFICANT RISKS. THE VALUE OF VIRTUAL ASSETS CAN FLUCTUATE AND THERE IS A SUBSTANTIAL RISK OF LOSING VALUE WHILE ENGAGING IN ANY TRANSACTIONS INVOLVING VIRTUAL ASSETS. BEFORE ENGAGING IN ANY ACTIVITY RELATED TO VIRTUAL ASSETS, IT IS IMPORTANT TO CAREFULLY CONSIDER YOUR FINANCIAL STATUS AND WHETHER SUCH ACTIVITY IS SUITABLE FOR YOU.

These Terms of Service ("Terms") constitute a legal agreement between You ("Merchant" or "You") and FaradPay, a company registered under the laws .("Company" or "we") governing your use of the services provided by the Company (the "Services"). By accessing or using the Services, You agree to be bound by these Terms.

1. GENERAL CONDITIONS

Terms govern the use of the website https://faradpay.com/(the “Website”) and all other related websites and services available on or through any of the foregoing (collectively, the “Services”). These Terms do not govern your access and use of any software, websites and services which may be made available to You under separate license terms from the third party service provider.

The current effective version of the Terms is located at the Website: https:// faradpay.com. FaradPay may make changes to the Terms from time to time. When such changes are made, FaradPay will make the updated Terms available on or through the Website. Please, check these Terms periodically for updates. Your continued use of the Services after such changes have been published on or through the Website shall constitute your binding acceptance of such changes.

. DEFINITIONS

• Merchant

A **Merchant** refers to any individual, sole proprietor, legal entity, or organization registering and using FaradPay’s services to receive payments in virtual assets in exchange for goods, services, subscriptions, donations, or any other lawful commercial activity.
The Merchant is fully responsible for compliance with applicable laws, business licensing, tax obligations, customer verification where required, and accuracy of wallet/transaction information. By registering, the Merchant confirms that all activities conducted through FaradPay are legal and authorized.

• Customer

A **Customer** means any individual or entity who initiates a payment to a Merchant using cryptocurrency or other virtual assets through FaradPay.

The Customer relationship exists solely between the Customer and the Merchant. FaradPay is not a party to sales contracts, product/service quality, refund claims, disputes, or chargebacks arising from transactions between them.

• Virtual Asset

A **Virtual Asset** refers to any digital representation of value based on blockchain or cryptographic technology, including but not limited to cryptocurrencies, tokens, and stablecoins.
Virtual Assets are not legal tender and may be subject to regulatory classification depending on jurisdiction. Their value may fluctuate and transactions are irreversible by nature. FaradPay does not guarantee asset value, liquidity, or price stability.

• Custody Service

Custody Service refers to the optional service allowing Merchants to store supported virtual assets within designated custody infrastructure provided via third-party custodial partners.
The Merchant retains ownership of funds; however, storage, infrastructure management, and security execution lie with the third-party provider. FaradPay is not liable for losses arising from custodial risks, storage decisions, wallet management mechanisms, security incidents, or legal seizure of assets unless caused by direct negligence of FaradPay.

• Payment Address

A **Payment Address** is a unique blockchain wallet address generated specifically for processing a single transaction or payment request.
Unless otherwise explicitly supported, such addresses are designated for **one-time use only**. Sending funds multiple times to the same address may be treated as repeated deposits and processed according to default merchant settings. The Merchant is responsible for ensuring the correctness of wallet address information shared with customers.

• Wrong Asset Processing

Wrong Asset Processing is a feature that, when enabled by the Merchant, allows automatic processing of deposits made using a currency or blockchain network different from the asset originally selected for payment.
The conversion is executed at the current exchange rate at the time of deposit recognition, and final credited value may differ from expected amount. By enabling this feature, the Merchant accepts all risks related to price volatility, conversion slippage, technical limitations, network fees, and potential value discrepancy. FaradPay shall not be held liable for loss, reduction in asset value, or payment mismatches resulting from this feature.

• Repeated Deposit

A **Repeated Deposit** refers to any additional amount transferred by a Customer to the same Payment Address after the initial transaction is completed or marked as finished.
Repeated deposits are automatically allocated to the *original transaction payout destination* irrespective of any later configuration changes made by the Merchant. The Merchant acknowledges that repeated deposits may not generate new payment orders and assumes full responsibility for handling such funds, including refund requests and reconciliation.

3. SERVICES PROVIDED

FaradPay provides blockchain-based virtual asset processing infrastructure which allows Merchants to receive, hold, convert, and manage cryptocurrency payments. The following services may be made available to Merchants depending on account type, verification status, and regional eligibility:

1. Crypto Payment Processing

FaradPay enables Merchants to accept cryptocurrency payments from Customers through multiple integration options, including but not limited to:

API integration for automated payment generation and backend software systems.

Invoice-based payment creation allowing one-time or order-linked payments.

Shareable payment links for manual billing, e-commerce, invoicing, donations, or POS usage.

A unique Payment Address is generated for each transaction. Funds are credited only upon blockchain confirmation. Fees, minimum payment limits, and supported currencies may vary according to network conditions.

2. Custody Wallet and Asset Balance Storage

FaradPay offers Merchants the ability to store supported virtual assets in a designated custody wallet. Asset safekeeping, security infrastructure, and storage execution may be provided by regulated third-party custodians.

Merchant retains full ownership of stored assets.

Custody may involve cold or hot wallet systems, based on provider discretion.

Withdrawal, conversion, or transfer of custodial funds may require verification and internal compliance checks.

FaradPay does not provide personal wallet recovery services or guarantee prevention against blockchain-based loss.

3. Mass Payouts in Cryptocurrency

The Merchant may initiate bulk payments to multiple recipient addresses simultaneously for salary distribution, affiliate rewards, client settlements, or operational transfers.

Mass payouts require sufficient wallet or custody balance.

Network fees are borne by the Merchant unless the Merchant opts to deduct fees from recipient amounts.

Processing speed and execution depend on blockchain network status.

FaradPay may engage third-party processors to complete payout requests.

4. Virtual Asset to Fiat Conversion (Crypto → Fiat Withdrawal)

FaradPay may facilitate withdrawal of Merchant-held virtual assets into fiat value exclusively in **USDT-BEP20**, subject to availability and third-party conversion capability.

Conversion and withdrawal are executed by independent external partners.

Completion may require KYC/KYB verification and compliance checks.

Exchange rates, conversion fees, and settlement timelines are variable.

Fiat payout destination accounts must belong to the Merchant and be correctly submitted. Incorrect details may result in irreversible loss.

5. Automatic Wrong Asset/Network Processing

When this option is enabled, FaradPay may automatically recognize payments sent in networks or assets different from the one originally selected in the order and convert them at a real-time market rate.

Final credited value may differ due to volatility or network fees.

Merchant acknowledges full responsibility for discrepancies.

FaradPay is not liable for loss caused by incorrect network selection by the Customer.

Disabling the feature will require manual intervention for recovery, where recovery cannot be guaranteed.

6. Push Tool for Stuck or Delayed Transactions

FaradPay provides a "Push" feature that allows the Merchant to manually trigger the completion of pending payments if they remain stuck due to rate fluctuation or blockchain delay.

By using the Push feature, the Merchant:

Accepts the exchange rate displayed at the time of execution.

Understands the transaction may pause again if rate falls outside safe limits.

Confirms responsibility for final payout outcome.

FaradPay reserves the right to suspend or modify Push function to ensure transaction security.

Third-Party Participation Clause

Certain services including custody, conversions, mass payouts, payment routing, compliance verification, or technical settlement may be provided partly or fully by **external third-party partners**. By using FaradPay, the Merchant acknowledges and agrees that:

FaradPay may rely on these partners for infrastructure execution.

Service availability is subject to partner operational conditions.

FaradPay shall not be held liable for failure, delay, suspension, or loss arising from third-party processing unless resulting from direct negligence of FaradPay.

4. PAYMENT PROCESSING

- Payment Creation & Methods

Merchants may generate payment requests using the FaradPay dashboard, invoice links, or API integration. Each payment request must specify the asset type and amount payable. The Merchant is responsible for ensuring that all order details shared with the Customer are correct and complete prior to submission.

- Deposit Address Generation

For each payment order, a unique single-use deposit address is automatically generated. Merchants and Customers acknowledge that deposit addresses are intended for one transaction only.

Sending funds to a previously used address may result in classification as a Repeated Deposit, and settlement will occur according to default Merchant payout settings.

- Exchange Rate Handling (Fixed or Floating)

The Merchant may enable Fixed Rate or Floating Rate settlement:

Under Floating Rate, the final credited amount reflects the real-time exchange rate at processing time.

Under Fixed Rate, the rate remains valid only for a limited time window as displayed during the payment session. Payments received after expiry may convert at market rate or be subject to refund or manual review.

FaradPay does not guarantee rate stability and is not responsible for losses caused by volatility or delayed transfers.

- Blockchain Confirmation Requirement

Funds are credited to the Merchant balance or payout wallet only after a sufficient number of blockchain confirmations determined by FaradPay or its processing partners.

Until confirmation status changes to "Completed", any crediting of value or fulfilment of orders by the Merchant is performed at the Merchant's sole risk.

- Minimum Payment Thresholds

Each supported virtual asset may have a minimum deposit limit which is dynamic and dependent on network fees and blockchain conditions.

Payments below the required minimum:

may not be automatically processed,

may require manual intervention for refund, or

may be refunded partially or fully depending on technical feasibility and related costs.

Fees associated with recovery or refund of low-value transactions may be deducted from the returned amount.

5. WRONG ASSETS AUTO-PROCESSING

If the Merchant enables the Wrong Asset / Wrong Network Auto-Processing Feature, FaradPay's system may automatically detect and process deposits sent in a cryptocurrency or blockchain network that differs from the asset originally selected by the Customer during checkout.

Automatic Conversion on Mismatched Deposits

In the event of an asset or network mismatch, the transaction may be automatically converted to the intended settlement asset at the real-time market exchange rate active at the moment FaradPay or its processing partner recognizes the deposit.

Outcome Value May Vary

Due to market volatility, blockchain delays, liquidity conditions, rate slippage, network fee fluctuations, or sudden market movement, the final credited amount may be greater or lesser than the Customer's intended payment value.

The Merchant acknowledges that such difference is a natural result of automatic conversion mechanics and no compensation, adjustment, or price protection is guaranteed.

Risk Acceptance by Merchant

By enabling this feature, the Merchant irrevocably accepts full responsibility and risk associated with:

exchange rate fluctuation before or during conversion,

lower-than-expected settlement amount,

potential delays due to liquidity or network congestion,

automatic conversion outcomes outside Merchant expectations,

irreversible blockchain transactions.

FaradPay shall not be held liable for any loss, discrepancy, or diminished value resulting from use of this feature.

Optional Feature – Merchant Controlled

The feature is optional and disabled by default. If the Merchant prefers manual handling or review of mismatched deposits, the feature must remain off.

When disabled, incorrect asset payments may require manual recovery steps and are not guaranteed refundable or reversible.

6. REPEATED DEPOSITS

Linkage to Original Transaction
Any additional funds sent by a Customer to a previously used Payment Address after the initial payment has been completed or marked as settled will be classified as a **Repeated Deposit**. Such deposits are automatically associated with the original transaction and will not generate a new order, invoice, or payment request.

Automatic Crediting to Original Wallet/Settlement Route
Repeated Deposits are processed at the time of blockchain confirmation based on the **Merchant's active settlement configuration at the moment of the original transaction**, regardless of any later change in payout destination, wallet setup, or account preferences.
The system will automatically credit these funds to the **same wallet or balance used for the original payout**, without the option for re-routing unless manually processed where technically possible.

Risk and Responsibility Acknowledgment
The Merchant understands that blockchain transactions are irreversible.
By using FaradPay Services, the Merchant **assumes full responsibility for any Repeated Deposits sent by Customers**, including cases caused by:

reusing expired payment addresses,

Customer error or misunderstanding,

failure to close or restrict address access publicly,

Merchant negligence or miscommunication.

FaradPay bears no obligation to retrieve, refund, or reverse Repeated Deposits, nor guarantee outcome of any recovery attempts.

Refund Handling for Repeated Deposits
Any refund request for Repeated Deposits will be subject to internal review and may require verification to avoid fraud or misdirection. Refund fees, miner fees, or network charges may be deducted from the returned amount.
FaradPay does not ensure refund feasibility for unsupported assets, incompatible networks, or untraceable inputs.

7. REFUNDS

- Refund Review and Approval Process

All refund requests submitted by the Merchant or Customer are subject to manual review, validation, and approval by FaradPay's support and compliance teams.

FaradPay reserves the right to request additional information, decline refund requests, or delay processing in cases involving suspected fraud, AML concerns, technical limitations, incorrect transaction parameters, or security risks.

- Refunds to a New or Alternative Wallet Address

If the Merchant requests that a refund be issued to a wallet address other than the original sending address, FaradPay may require additional verification procedures, which may include:

Proof of ownership of the receiving wallet,

Small test transaction confirmation,

Refunds to third-party or exchange addresses without proper validation may be refused for safety reasons.

- Responsibility for Address Accuracy and Potential Fund Loss

Cryptocurrency transactions are irreversible by nature.

If the Merchant or Customer submits an incorrect, incompatible, unsupported, or non-custodial wallet address during a refund or withdrawal request, funds may be permanently lost without possibility of recovery.

FaradPay shall not be held liable for any damages, loss, or failure resulting from inaccurate address submission, network mismatch, missing memo/tag, chain confusion, or user error.

• Premature Customer Credit or Refund Outside FaradPay System

If the Merchant chooses to manually credit or refund a Customer before receiving official confirmation from FaradPay that the payment/refund is valid and completed, such action is taken at the sole risk and expense of the Merchant.

FaradPay shall not be responsible for losses arising from premature fulfilment, double-refunds, unconfirmed transactions, or misunderstanding of blockchain confirmation status.

• Fees and Processing Time

Refunds may involve network fees, processing charges, or administrative costs. Any applicable fees may be deducted from the refund amount unless otherwise specified. Refund processing times vary depending on blockchain network, technical conditions, asset type, and verification requirements.

8. CUSTODY SERVICE

8.1.
The Virtual Asset Custody Service is provided as a business-to-business (B2B) solution through third-party custodial partners engaged by FaradPay. The service allows Merchants to store, manage, and safeguard virtual assets securely. Custody providers may utilize advanced protection measures including, but not limited to, offline cold storage, multi-signature authorization, encryption protocols, key-segmentation, and layered access security to reduce risks associated with theft, hacking, or loss.

8.2.
A Merchant may access the Custody Service only after activating the "Custody Feature" inside their FaradPay account and accepting all custody-related terms, policies, and agreements applicable to this service.

8.3.
The Merchant acknowledges and agrees that FaradPay may appoint independent third-party custodians to manage and hold virtual assets on behalf of the Merchant.
FaradPay acts solely as a facilitator and is not liable for the actions, technical failures, insolvency, operational errors, security procedures, or misconduct of the custody provider unless such liability arises from proven direct negligence on the part of FaradPay.

8.4.
The third-party custodian has full discretion to determine the method of storage, including the use of cold storage, hot wallets, hybrid environments, or automated security systems based on operational, compliance, or safety requirements. FaradPay cannot dictate or influence storage methodology.

8.5.
All virtual assets stored within custody remain the legal property of the Merchant, who assumes full responsibility for the lawful origin of the assets. The Merchant affirms that transferred assets do not originate from illicit sources, sanctioned wallets, or prohibited activities.

8.6.
The third-party custodian is authorized solely for secure storage and asset handling. It is expressly prohibited from loaning, rehypothecating, pledging, leasing, or otherwise disposing of Merchant assets without explicit written instructions submitted by the Merchant. No third-party may access or use stored funds unless legally required or instructed by the Merchant.

8.7.
The custody system may utilize additional external service providers for blockchain operations, wallet management, or settlement execution. The Merchant may top-up custody balances at any time using the deposit address generated specifically for replenishment. Said deposit addresses are created by the third-party custodian upon request.

8.8.
The custody platform may support asset conversion features, allowing Merchants to exchange one cryptocurrency for another within the custody environment. Exchange availability, rate execution, and fees are determined by the custody provider and/or liquidity partner.

8.9.
The third-party custodian reserves the right to reject deposits, freeze storage, block withdrawals, cancel transactions, or delay transfers if required by law, regulatory order, court decision, AML/KYC obligations, sanctions, or if the provider determines that:

a) the transaction violates this Agreement or any integrated custodial terms;
b) the activity appears fraudulent, suspicious, or unlawful;
c) proceeding with the transaction may expose FaradPay, the Merchant, or the custodian to legal or security risk.

The custodian may also temporarily suspend or cancel transactions due to technical faults, network outages, maintenance, or risk-flag triggers.

9. MASS PAYOUTS

9.1.
The Mass Payouts feature allows Merchants to distribute virtual assets to multiple wallet addresses simultaneously in a single batch transaction. This service may be used for, including but not limited to, affiliate settlements, vendor payments, salary distributions, reward programs, refunds, or corporate disbursements, provided such usage complies with applicable laws.

9.2.
To initiate Mass Payouts, the Merchant must maintain a sufficient available custody balance in the relevant virtual asset. The platform will not execute payouts exceeding the available balance. The Merchant is solely responsible for funding and replenishing custody balances before initiating payout instructions.

9.3.
Execution of Mass Payouts may be carried out partially or fully by qualified third-party service providers or blockchain settlement partners integrated into FaradPay's infrastructure. By using this feature, the Merchant authorizes such partners to facilitate transfers on their behalf.

9.4.
Network fees, miner fees, and processing charges applicable to Mass Payouts shall be borne by the Merchant unless otherwise configured. Where supported, the Merchant may choose whether:
fees are deducted from the Merchant's balance, or
fees are deducted from each recipient's payout amount,
subject to system capabilities and regulatory allowances.

9.5.
Once submitted, Mass Payout orders are considered final and irreversible, as blockchain transactions cannot be cancelled or recalled once broadcasted. The Merchant must verify all payout details including wallet addresses, amounts, and assets prior to confirming execution.

9.6.
FaradPay and its partners may refuse, delay, or review Mass Payout requests if necessary due to compliance concerns, suspicious activity, technical limitations, or abnormal transfer patterns. Additional verification may be required for high-value or bulk-sensitive transfers.

10. VIRTUAL ASSET TO FIAT WITHDRAWAL

10.1.
Fiat withdrawal services are available exclusively for balances held in USDT on the BEP20 (Binance Smart Chain) network, unless otherwise updated or expanded in the future. Assets held in other currencies or networks must be converted into USDT-BEP20 prior to fiat withdrawal.

10.2.
All crypto-to-fiat conversion, settlement execution, banking transfers, and liquidity handling are performed by external third-party financial service providers, payment institutions, banking partners, or authorized liquidity processors. FaradPay acts solely as a facilitator and is not responsible for operational performance, transfer speed, settlement delays, bank rejections, or regulatory actions of the third-party provider, except in cases of direct negligence proven against FaradPay.

10.3.
The third-party provider may, at its discretion, require the Merchant to undergo Know Your Business (KYB) or Know Your Customer (KYC) identity verification procedures prior to enabling conversion or withdrawal features.

Verification may require submission of documents such as company registration records, identity documents, proof of address, business purpose, source of funds, or banking ownership details. Processing time may vary.

10.4.
Crypto-to-fiat conversion is subject to market volatility, liquidity depth, slippage, price spread, and conversion fees. The final settlement amount may differ from indicative quotes depending on the market rate at the execution moment.
The Merchant acknowledges that prices may fluctuate rapidly and that FaradPay does not guarantee fixed fiat values at any time.

10.5.
All fees, commissions, and transactional charges associated with conversion, bank transfers, network gas fees, and liquidity settlement will be deducted from the Merchant's withdrawal amount unless otherwise stated. Fee rates may vary depending on market circumstances and service provider fee schedules.

10.6.
The Merchant is solely responsible for ensuring the accuracy of bank account details, beneficiary information, routing codes, and compliance with their local regulatory and taxation requirements.
Incorrect or incomplete withdrawal information may result in delays, rejection, or permanent loss of funds, for which FaradPay shall bear no responsibility.

10.7.
Withdrawals may be delayed, suspended, or denied where legally required due to AML/CTF flags, sanction concerns, fraud detection, incomplete verification, or high-risk activity. Additional checks may apply for large-value transfers.

11. PRICING & FEES

11.1.
All applicable service fees, transaction charges, payout fees, custody fees, conversion fees, and related cost structures are published on the official **FaradPay pricing page** or within the Merchant dashboard. The Merchant is responsible for reviewing current pricing prior to initiating transactions or withdrawals.

11.2.
Network fees, gas fees, blockchain miner fees, exchange rate spreads, slippage-adjusted conversion charges, and liquidity provider costs are **automatically deducted from the payout or withdrawal amount** unless otherwise specified or supported by system configuration. Final settleable value may differ from the initially displayed amount due to real-time blockchain conditions.

11.3.
All fees charged by FaradPay are final and non-refundable, regardless of transaction outcome, user error, wallet mistake, network delay, or Merchant dissatisfaction. Fee collection occurs at the moment of transaction processing and cannot be reversed after execution.

11.4.
FaradPay reserves the right to **update, modify, or revise fee schedules at any time**, including but not limited to rates for processing, conversion, custody, payout, and special services. Updated fee structures will apply immediately upon publication. Continued use of the platform constitutes acceptance of the revised fee model.

11.5.
Certain services may incur **additional administrative, compliance, manual review, refund-handling, or recovery fees**, especially in cases involving unsupported tokens, wrong network deposits, incomplete transactions, or address correction efforts.

11.6.
The Merchant acknowledges and agrees that **FaradPay does not bear responsibility for external charges** applied by banks, payment channels, custodians, liquidity partners, or third-party settlement services involved in transaction execution.

12. MERCHANT RESPONSIBILITIES

12.1.
The Merchant must provide **true, accurate, current, and complete information** during registration, including legal identity, business details, wallet information, and contact records. The Merchant agrees to update such information promptly if changes occur. FaradPay may suspend access for incomplete or misleading information.

12.2.
The Merchant is required to maintain a **secure cryptocurrency wallet** for receiving payouts and holding assets. Use of strong security practices, including **Two-Factor Authentication (2FA)**, password hygiene, private key security, and device protection, is strongly recommended and may be required for certain operations.

12.3.
The Merchant agrees to comply with all **Anti-Money Laundering (AML)**, **Counter-Terrorist Financing (CTF)**, **KYC/KYB**, and compliance policies applicable to cryptocurrency transactions within their jurisdiction.
Documentation or identity verification may be requested where required by law or by FaradPay's compliance team.

12.4.
The Merchant is solely responsible for inputting and verifying the accuracy of **withdrawal wallet addresses, refund addresses, bank details, memo/tag codes, and network selection**. Any loss caused by incorrect information is irreversible, and FaradPay holds no liability for resulting damages.

12.5.
The Merchant must ensure that all account credentials, API keys, access tokens, dashboard login details, and authorization systems are kept **confidential and protected from unauthorized access**. The Merchant is fully liable for actions taken under their account, including those performed with stolen or compromised credentials.

12.6.
If unauthorized account access is suspected, the Merchant must immediately notify FaradPay. Delay or negligence in reporting may result in irreversible loss of funds or data, for which FaradPay is not responsible.

12.7.
The Merchant must not use FaradPay to facilitate illegal activities, high-risk operations, or transactions prohibited under local or international law. FaradPay reserves the right to request explanation or transaction justification at any time.

13. REGISTRATION & INTEGRATION

To create and operate a Merchant account on FaradPay, the user must register using a **valid email address**, a **supported cryptocurrency wallet**, and any additional information required during onboarding. The Merchant is responsible for maintaining access to the registered email and wallet at all times. Failure to maintain valid contact details may result in account limitations or service disruption.

13.2.
Upon registration, the Merchant may generate **API keys and authentication tokens** for integration with their platform or system. The Merchant must ensure that API keys remain **strictly confidential** and are not shared, exposed publicly, or stored in unsecured environments.
Any actions or transactions performed using the API key will be deemed authorized by the Merchant, and the Merchant assumes full liability for all resulting outcomes.

13.3.
FaradPay reserves the right, at its sole discretion, to request **identity verification, business documentation, or proof of ownership** at any stage of account usage. This may include but is not limited to KYC/KYB verification, compliance screening, source-of-funds checks, or enhanced due diligence for high-risk activity or withdrawal enablement.

13.4.
FaradPay may temporarily limit account functionality, disable withdrawals, or suspend service access until the requested information has been received and successfully verified.

13.5.
Integration with FaradPay may be conducted via dashboard, payment links, API, or other interfaces provided by the company. The Merchant is responsible for correct technical implementation and compliance with integration guidelines. FaradPay shall not be liable for any loss caused by improper integration or misconfigured code.

14. RESTRICTIONS ON SERVICE USE

14.1.
The Merchant agrees to use FaradPay strictly for lawful purposes and in compliance with all applicable national and international regulations. Any use of the platform for illegal or unethical activity is strictly prohibited.

14.2.
The Merchant is expressly prohibited from using FaradPay to engage in or facilitate **money laundering, terrorism financing, fraudulent transactions, or illicit fund movement**. FaradPay reserves the right to report suspicious activity to relevant authorities.

14.3.
The Merchant shall not conduct or support the sale, distribution, or promotion of **drugs, controlled substances, weapons, explosive materials, counterfeit goods, human trafficking, or any products or services deemed illegal** under applicable jurisdictional laws.

14.4.
The Merchant must not use FaradPay to distribute or monetize **pornographic content, sexually explicit material involving minors, prostitution services, escort networks, scam schemes, multi-level fraud systems, pyramid programs, ponzi structures, or deceptive high-risk investment offerings.**

14.5.
The Merchant shall not upload, transmit, or process payments related to content or goods that **infringe intellectual property rights**, including unauthorized sale or distribution of copyrighted material, pirated software, trademarked goods, or protected digital assets.

14.6.
The Merchant must not attempt to **reverse engineer, decompile, tamper with, modify, bypass, attack, exploit, or interfere** with FaradPay’s systems, APIs, security infrastructure, or transaction flows.

14.7.
Use of bots, automation scripts, or external tools to abuse payment flows, manipulate rate execution, overload capacity, or exploit platform architecture is prohibited.

14.8.
FaradPay maintains the right to suspend, restrict, freeze, or permanently terminate accounts found to be in violation of this section, without obligation of notice or refund.

15. PROHIBITED JURISDICTIONS

15.1.
FaradPay does **not provide services in jurisdictions where the use, trading, or processing of cryptocurrencies is restricted, banned, or legally prohibited.** This includes countries with active regulatory restraints on digital asset usage.

15.2.
The responsibility to determine whether cryptocurrency use is legally permissible lies solely with the **Merchant and the end-user**. By accessing FaradPay, the user confirms that they are **not located in, operating from, or conducting business for users residing in prohibited regions**.

15.3.
If a Merchant or Customer accesses FaradPay services from a jurisdiction where crypto activities are illegal or restricted, such access is done **at their own risk**, and FaradPay will not be considered liable for any legal consequences.

15.4.
FaradPay reserves the right to **screen, restrict, block, or terminate accounts** associated with high-risk or banned territories without prior notice. Compliance flags may require account suspension or documentation for proof of jurisdiction.

15.5.
If regulatory changes occur or a jurisdiction becomes banned at any time, FaradPay may **immediately halt services, freeze operations, or request KYC/KYB verification** to determine eligibility.

16. INTELLECTUAL PROPERTY

16.1.
All intellectual property associated with FaradPay—including but not limited to the **platform interface, software code, API architecture, graphics, brand assets, trademarks, trade names, logos, design elements, documentation, UI/UX layouts, written content, and operational systems**—is the exclusive property of FaradPay and/or its licensors.

16.2.
The Merchant is granted a **limited, non-exclusive, non-transferable, revocable license** to access and use FaradPay solely for the purpose of processing payments and managing their account as permitted under these Terms.

16.3.
The Merchant is strictly prohibited from copying, reproducing, reselling, redistributing, reverse engineering, translating, modifying, sublicensing, or commercializing any part of FaradPay's intellectual property or software for any direct or indirect commercial purpose without prior **written authorization from FaradPay**.

16.4.
Unauthorized usage, duplication, imitation, or reproduction of FaradPay trademarks or brand identity for marketing, impersonation, fraud, or misleading presentation is strictly prohibited and may result in immediate account termination and legal action.

16.5.
The Merchant does not acquire ownership rights over any part of the platform by using the service. All rights not expressly granted under this Agreement are reserved exclusively by FaradPay.

17. THIRD-PARTY SERVICES

17.1.
FaradPay may integrate, rely on, or partner with external third-party service providers for the execution of certain features, including but not limited to **crypto custody, asset conversion, liquidity handling, identity verification (KYC/KYB), fraud screening, withdrawal processing, payment routing, blockchain infrastructure, or other operational functions.**

17.2.
The Merchant acknowledges that third-party providers operate independently, and FaradPay does not control their systems, policies, security implementations, or decision-making. Access to these services is subject to the respective third-party terms, privacy policies, and regulatory compliance obligations.

17.3.
By using FaradPay, the Merchant agrees that **FaradPay shall not be held liable for any technical failure, downtime, processing delay, service interruption, operational risk, data breach, custodial malfunction, liquidity shortage, regulatory enforcement, or loss of funds caused directly or indirectly by third-party service providers**, except where arising from proven negligence attributable solely to FaradPay.

17.4.
In cases where transactions involve external systems, the Merchant may be required to undergo **additional verification or documentation submission**, including KYC/KYB review, identity checks, financial background screening, or compliance clearance before transactions can be completed.

17.5.
If a third-party provider suspends, limits, or rejects a transaction or service request due to compliance issues, AML flags, regulatory conflict, network congestion, or risk-based review, FaradPay may mirror such restrictions at its discretion without liability for resulting delays or losses.

18. TERM & TERMINATION

18.1.
This Agreement becomes legally effective from the moment the Merchant registers an account, accesses the platform, or makes use of FaradPay Services, whichever occurs first. Continued use signifies ongoing acceptance of the Terms.

18.2.
FaradPay reserves the right, **at its sole discretion**, to suspend, limit, or fully terminate the Merchant's account or service

access **at any time and without prior notice**, including but not limited to cases involving suspected fraud, policy violations, non-compliance, legal risk, or operational misuse.

18.3.
Account termination or suspension by FaradPay does **not entitle the Merchant to fee refunds**, compensation, or recovery of losses arising from halted service functionality.

18.4.
The Merchant may discontinue service usage at any time by ceasing activity or requesting account closure, provided that no unresolved disputes, investigations, or compliance checks are pending. Outstanding balances must be withdrawn (where legally permitted) prior to closure.

18.5.
All rights and obligations which by nature survive termination—including confidentiality duties, liability limitations, fee obligations, and indemnification—shall remain enforceable after account closure.

19. INDEMNIFICATION

The Merchant agrees to **indemnify, defend, and hold harmless FaradPay**, including its affiliates, employees, officers, service partners, and representatives, against any loss, damage, penalty, expense, liability, legal cost, or claim arising directly or indirectly from the Merchant's actions or use of FaradPay Services.

19.2.
Indemnification applies, without limitation, to claims arising from:

Violation of any applicable law, regulation, or compliance requirement;

Customer disputes, chargebacks, failed settlements, or refund conflicts;

Fraudulent, unauthorized, negligent, or illegal use of the platform or API systems;

Misrepresentation of business activities or false identity information;

Failure to meet tax, reporting, or regulatory obligations;

Losses arising from misconfigured integration or operational misuse.

19.3.
If FaradPay incurs legal expenses, penalties, damages, settlement obligations, or operational losses as a result of Merchant activity, FaradPay reserves the right to **deduct owed amounts directly from Merchant wallet balance** or block withdrawals until dues are settled.

19.4.
Where legal proceedings arise, FaradPay may assume exclusive defense control at its discretion. The Merchant agrees to cooperate fully and provide necessary documentation or assistance when requested.

20. WARRANTY DISCLAIMER

FaradPay does **not guarantee** and specifically disclaims warranties relating to:

Platform uptime or uninterrupted service availability;

Accuracy, reliability, or real-time correctness of displayed rates or data;

Continuous transaction processing without delay or failure;

Price stability or protection against asset volatility;

Merchant revenue, financial outcome, or transactional success;

Compatibility with third-party systems or integrations.

20.3.
FaradPay does not provide investment, financial, legal, or tax advice. Any decisions made by the Merchant regarding virtual assets are solely their responsibility.

20.4.
The Merchant acknowledges that service interruption may occur due to blockchain network congestion, node failures, maintenance, force majeure events, third-party service outages, or technological limitations beyond FaradPay's control.

20.5.
No information obtained from FaradPay—whether through documentation, messages, support, API output or dashboard—creates any warranty obligation unless formally stated in written contract by FaradPay.

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21. LIMITATION OF LIABILITY

21.1.
To the fullest extent permitted by applicable law, FaradPay shall not be liable for any **indirect, incidental, special, punitive, or consequential damages**, including but not limited to lost profits, lost business, loss of data, or reputational damage arising out of the use or inability to use the platform.

21.2.
FaradPay is not responsible for any losses or damages arising from:

Incorrect wallet address input, wrong network selection, or unsupported coin/token transfers;

Platform downtime, scheduled maintenance, system interruption, or network congestion;

Volatility, slippage, market fluctuation, exchange rate changes during processing or settlement;

Fund differences resulting from refunds, repeated deposits, wrong asset auto-processing, or delayed confirmations;

Unauthorized access caused by Merchant negligence, weak passwords, insecure API storage, or failure to enable security features such as 2FA.

21.3.
Transactions executed on blockchain networks are **irreversible**. FaradPay cannot reverse, cancel, or retrieve funds once broadcasted, nor guarantee recovery in cases of human error, technical misdirection, or third-party compromise.

21.4.
FaradPay shall not be liable for actions or failures of third-party custodians, exchanges, payment operators, compliance verifiers, or liquidity partners used for processing services.

21.5.
Total liability of FaradPay, if ever legally imposed, shall not exceed the **total fees paid by the Merchant to FaradPay within the preceding 90 days**, regardless of the nature or extent of the claim.

22. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement, as well as any dispute, claim, interpretation, or legal matter arising out of or in connection with the use of FaradPay Services, shall be **governed and construed in accordance with the laws of St. Vincent & the Grenadines**, without regard to conflict of law principles.

22.2.
In the event of any disagreement or dispute between FaradPay and the Merchant, both Parties agree to first seek an **amicable settlement through good faith negotiations**, allowing a reasonable period for discussion before initiating formal proceedings.

22.3.
If no resolution is reached within a mutually acceptable timeframe, the dispute shall be submitted to the **competent courts**

of St. Vincent & the Grenadines, which shall have exclusive jurisdiction over all legal proceedings related to this Agreement.

22.4.
Nothing in this clause prevents FaradPay from seeking equitable relief, injunction, or urgent protective measures in any appropriate court if necessary to prevent ongoing harm, fraud, intellectual property violation, or network abuse.

23. PERSONAL DATA

23.1.
By using FaradPay, the Merchant acknowledges and agrees that certain personal or business-related data may be collected, processed, or stored for operational, compliance, risk management, security, fraud prevention, and regulatory purposes. Data may include contact information, transaction records, wallet identifiers, and technical access logs.

23.2.
Data processed through FaradPay may be stored or transferred **internationally across multiple jurisdictions**, including countries with different data protection standards. Such transfers are necessary for service operation, cloud hosting, security backup, analytics, and compliance activities.

23.3.
The Merchant is responsible for ensuring that **their customers provide informed consent** for sharing transaction data with FaradPay when making payments using the platform. FaradPay is not liable for data submitted without user permission through Merchant systems.

23.4.
FaradPay may introduce **mandatory KYC/KYB verification at any time**, especially for features involving custody, conversion, mass payouts, fiat withdrawal, large transactions, or AML-sensitive activities. Verification requirements may include identity documents, business incorporation proof, or source-of-funds declarations.

23.5.
FaradPay may retain data as required by law or compliance obligations, and may disclose information to regulators, courts, financial intelligence units, or legal authorities where legally justified.

23.6.
FaradPay does **not sell or commercially trade personal data** for advertising or marketing purposes. Data is used only to operate and secure the service.

24. MISCELLANEOUS

24.1.
All notices, announcements, updates, and official communication from FaradPay to the Merchant shall be delivered **electronically**, either through the registered email address associated with the Merchant account or via messages/alerts within the FaradPay dashboard. Such communications shall be deemed received upon dispatch.

24.2.
This Agreement supersedes and replaces all prior understandings, discussions, proposals, written or oral agreements between the Parties related to the use of FaradPay Services. No previous communication shall have legal effect unless incorporated herein.

24.3.
If any clause or provision within this Agreement is determined to be unenforceable, invalid, or void under applicable law, such provision shall be modified only to the extent necessary to restore enforceability. The **remainder of the Terms shall remain in full force and effect**, and unenforceability of a clause shall not impact the validity of the overall Agreement.

24.4.
FaradPay may update or amend this Agreement periodically. Continued use of the Service after such update constitutes acceptance of the revised Terms. Merchants are responsible for reviewing Terms periodically to remain informed of changes.