POINT PAY TERMS & CONDITIONS

Last update: 11th of May, 2021

By browsing, accessing or using the PointPay website https://pointpay.io/, by creating account in PointPay ecosystem and/ or by downloading or using the mobile application PointPay, you hereby agree with the present Terms and Conditions (the "**Terms**"). The Terms shall be a binding legal agreement between Paytosave Limited, incorporated under the laws of Seychelles with registration number 227963, having its registered address at: Suite 1, Second Floor, Sound &Vision House, Francis Rachel Street, Victoria, Mahe, Seychelles (the "**Company**") and you, a natural person, user of PoinPay website and/ or mobile application (the "**User**" or "**You**").

The Company reserves the right to amend the Terms at any time. If you disagree with any amendment, you must immediately discontinue your access to the PointPay website and/or mobile application and stop use all the services offered by the Company. If you continue to use the website and/ or mobile application, the amended Terms shall have legal force for you and your actions shall constitute acceptance of the amended Terms.

PLEASE READ THE TERMS CAREFULLY BEFORE CREATING YOUR ACCOUNT. IF YOU DO NOT AGREE WITH ALL OR ANY THESE TERMS, PLEASE LEAVE THE WEBSITE IMMEDIATELY.

I. DEFINITIONS

1.1 "**Account**" means an account open by the User in PointPay ecosystem through the official website https://pointpay.io/ or mobile application. The User can log into the account on different devices by inserting correct account credentials. The account can only be accessed by the User with corresponding login and password.

1.2 "**Applicable law**" means, with respect to the User and (or) the Company, any international, domestic national or local law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to and binding upon the User and (or) the Company.

1.3 "**Application**" means this mobile application PointPay.

1.4 "**Fiat currency**" means a currency issued by a country's government or central bank.

1.5 "**Intellectual property**" means all patents, patent applications, industrials designs, trademarks and trademark applications, software, all copyrightable objects, including but not limited to programs, texts and content, translations, images, videos, graphics, music, owned by the Company or duly licensed to the Company so the Company has legal right to use them.

1.6 "**Company**" means Paytosave Limited, incorporated under the laws of Seychelles with registration number 227963, having its registered address at: Suite 1, Second Floor, Sound &Vision House, Francis Rachel Street, Victoria, Mahe, Seychelles.

1.7 "**Cryptocurrency**" means Bitcoin, Ethereum, PXP, Litecoin and other cryptocurrencies depending on the settings of the user account. The Company can modify, expand and amend the list of available cryptocurrencies at any time.

1.8 "**Force Majeure Event**" means any event beyond the party's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, failure in bank performance, or equipment or software malfunction including network splits or "forks" or unexpected changes in a computer network upon which the Services rely.

1.9 "**License**" means a non-exclusive, non-transferable, revocable, limited license granted by the Company to the User to use the PointPay ecosystem through Website and/ or Application for the purpose of holding, saving or trading cryptocurrencies.

1.10 "**Payment Service Partner**" means the Company's partner that provides to the Company payment processing services and exchanges the User's fiat (government-issued) money into cryptocurrency and vice versa.

1.11 "**PointPay ecosystem**" means all-in-one cryptocurrency ecosystem, consisting of PointPay Blockchain-based bank, PointPay crypto exchange, PointPay crypto wallet, PointPay Payment System, PointPay Crypto School, and all the other products and services that are integrated and/or are accessible on the Website and/or in the Aplication as well as other new products and services that may be added in the future.

1.12 "**Services**" means all and any of the services that the Company provides to the User by means of PointPay ecosystem.

1.13 "**Terms**" means these terms and conditions, a binding legal agreement between the Company and the User setting rights and obligations of the Company and the User with regard to the Services and PointPay ecosystem.

1.14 "**Restricted Territories**" shall mean Cuba, Syria, Libya, Sudan, Somalia, North Korea, Seychelles and Yemen. The Company may amend the list of restricted territories based on amendments in local laws and/or in the Company's internal policies.

1.15 "**Website**" means the Company's official website https://pointpay.io/.

1.16 "**User**" or "**You**" means a natural person, downloading, accessing or using the Application who meets criteria of eligibility defined in the Terms.

II. GENERAL PROVISIONS. POINTPAY ECOSYSTEM

2.1 These Terms establish contractual relationship and set rights and obligations for the Company and the User.

2.2 The Company provides access into PointPay ecosystem through Website and/ or Application, License to use the software inside PointPay ecosystem, provides the Services for the User.

2.3 The User creates an account in the PointPay ecosystem for free, without any registration fee. Some of the Services inside PointPay ecosystem require fees from the User (for example, trading fees); such fees are described in these Terms and/ or on the Website, within the Application.

2.4 The Website has all the Services, and the Application has not all the Services available in the current version, meanwhile other Services will be implemented in the future versions of the Application. In order to use those Services that are absent in the current version of the Application, the User should log into his or her account on the Website.

2.5 The Website and the Application are connected and integrated with each other, so you can create your account on the Website and then log into this account in the

Application with your credentials or vice versa.

2.6 The Company is not a financial institution under Financial Institutions Act (2004), and does not hold any licenses from Seychelles Financial Services Authority (FSA), Central Bank of Seychelles or any other state agency or authority. Eligible cryptocurrencies are not legal tender. Eligible cryptocurrencies in your account are not insured or guaranteed by any deposit insurance scheme or other public protection mechanism. This is not an offer, or solicitation of any offer to buy or sell any security, investment or other product..

2.7 PointPay ecosystem has its own native offchain technology which enables you to send instant transfers to other users between different products inside PointPay ecosystem. The assets in cryptocurrencies are held in blockchain hot/cold wallet, while the User sees the amount of assets in cryptocurrencies inside the products in PointPay ecosystem depending on to which product the User decides to locate and use those cryptocurrencies.

III. ELIGIBILITY AND GUARANTEES

3.1 When you create an account in PointPay ecosystem you expressly warrant and represent that:

3.1.1 You are at least 18 years of age or over and have full capacity to accept the Terms and perform any activities available in PointPay ecosystem;

3.1.2 You are not citizen and/ or resident of a Restricted territory;

3.1.3 You will use your account for personal use only, you will not create, or attempt to create an account in the Application under any name except your own and you will not use your account to carry out transactions on behalf of a third party;

3.1.4 You will not have more than one verified account for the same identity document – if you upload the same identity document your account shall be rejected by the Company;

3.1.5 You have not previously been suspended or removed from using PointPay ecosystem;

3.1.6 You will not use the Services or part of the Services if any Applicable laws in your country prohibit you from doing so in accordance with these Terms.

3.2 Upon the Company request you shall provide the Company with identity documents, a selfie photo and address proof (utility bill or banking statement) in order to comply with the Company's AML and KYC processes. The Company may request

these documents from you at any time and block your account if you do not submit the documents and/or if the Company suspected your documents are not true.

3.3 If you use Payment Service Partners' products and/or services inside PointPay ecosystem, any of such Payment Service Partners may request certain documents and/or information from you. Please, read their terms and conditions carefully. The Company shall not be liable for Payment Service Partners.

3.4 You hereby guarantee that the information in your profile is true, accurate, current and complete. If the Company suspects that you provided untrue, inaccurate, not current, or incomplete information, the Company has the right to suspend or terminate your account and refuse any and all current or future use of PointPay ecosystem.

IV. ASSUMPTION OF RISK

4.1 Before using the Services, you should ensure that you understand the risks involved in buying, selling, holding or trading cryptocurrencies. You hereby agree to assume the risks set out in the Terms as well as other risks not set out herein which are inherent to cryptocurrency market.

4.2 You acknowledge and agree that the Company shall not be responsible for or otherwise liable for any direct or indirect loss or damage of any kind arising directly or indirectly from the occurrence in full or in part of any and all of the following risk events:

4.2.1 Trading risk. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market.

4.2.2 Price fluctuation risk. Cryptocurrency prices can and do fluctuate greatly on any given day and due to such price fluctuations, the User's cryptographic assets may be subject to large swings in value and may even become worthless.

4.2.3 Cyber-attack risk. There may be third party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc. which can material alter, intercept or otherwise interfere with the Application and it can result in loss of your assets.

4.2.4 Tax risk. There can be different taxes related to cryptocurrencies in jurisdiction(s) of your citizenship and/or residence. The Company is not responsible for any of your tax issues.

4.3 You should carefully assess whether your financial situation and risk tolerance is

suitable for buying, selling or trading cryptocurrency. You accept and agree that you are solely responsible for any decision to buy, sell, trade or otherwise hold or deal with cryptocurrency.

4.4 You shall not rely on the Company's advice and the Company's recommendations in media, on forum or anywhere else. Such recommendations are provided only for informational purpose.

4.5 You understand that the Company's business processes can fail, and the products can stop work at any moment because of technical issues, situation on financial and cryptocurrency markets or because of any other reason.

V. POINTPAY BLOCKCHAIN-BASED BANK

5.1 The PointPay Blockchain-based bank services include but not limited to the following services:

5.1.1 Crypto Checking Accounts;

5.1.2 Crypto Saving Accounts with the annual interest rates: 6.2% APR for BTC, 4.6% APR for ETH, 8% APR for USDT, 8% APR for USD Coin, 6,1% APR for Bitcoin Cash, 5,1% APR for ChainLink, 5% APR for Ripple, 6,8% APR for LiteCoin, 5% APR for Tron, 5% APR for XAUt, 8% APR for DAI and up to 20% APR (depending on the amount of PXP) for PXP. All the interest rates are displayed in the PointPay Blockchain-based bank account;

5.1.3 Easy transfer options between accounts within Bank and the whole PointPay ecosystem.

5.1.4 Cryptocurrency loan services (regulated by PointPay Cryptocurrency loan agreement that the User should agree with when he or she requests the cryptocurrency loan in PointPay Blockchain-based Bank).

5.2 The PointPay Blockchain-based bank services do not include traditional fiat banking services and the Company does not hold, store and/or process the User's funds in Fiat currencies and do not receive from Users any bank deposits. So, PointPay Blockchian bank is not a subject to Seychelles banking laws including Seychelles Financial Institutions Act, and the banking licenses determined under section 6 of the Seychelles Financial Institutions Act is not required for the Company. The Company does not conduct any of banking activities determined by the section 4 of the Seychelles Financial Institution Act.

5.3 You see your balance in cryptocurrency in PointPay Blockchain bank in your account, but it does not always mean that your cryptocurrency is located in your digital

address. The Company uses offchain storage.

5.4 The Company constantly works on the PointPay Blockchain-based bank updates and implements new services.

VI. POINTPAY CRYPTO EXCHANGE

6.1 The Company provides you with simple and convenient way of crypto-to-crypto trading on PointPay crypto exchange. You can trade different cryptocurrencies but not fiat currencies.

The Company may use fiat currencies symbols to identify amounts that the User can withdraw at the moment or amount that refers to the trading price at the moment, the price to open, change or close trading orders. The Company does not really exchange the User's cryptocurrency to fiat currency. The Company stores funds in cryptocurrency only and shows data in fiat currencies in dashboard only for the User's reference.

6.2 When you send an instruction to open an order, your account will be immediately updated to reflect the open orders, and your orders will be included in the Company's order book to match other users' orders. If one of your orders fully or partially matches another user's order, the Company will execute an exchange transaction. Once such exchange transaction is executed, your account will be updated to reflect that the order has been fully executed and closed, or the order has been partially executed. The Order will remain uncompleted until it is fully executed or cancelled. To conclude an exchange transaction, you authorize the Company to temporarily control your cryptocurrencies involved in your exchange transaction.

6.3 For orders initiated through PointPay exchange, you may only cancel them before they have been matched with other Users' orders. Once your order has been matched with another user's order, you may not change, revoke or cancel authorization given by you to the Company to complete the order. For any partially matched order, you may cancel the unmatched part of the order unless such portion has been matched. The Company reserves the right to reject any cancellation request related to the order you have submitted.

6.4 If your account does not have sufficient amount of cryptocurrency to execute your order, the Company may cancel the entire order, or execute part of the order with the amount of cryptocurrency that you have in your account, less any fees owed to the Company in connection with our execution of the trade.

6.5 By using PointPay crypto exchange you agree to pay certain fees. The fees can be changed by the Company's sole discretion. All the actual fees shall always be mentioned on the Website.

6.5.1 Trading fees. If there are no PXP tokens on the balance of the PointPay crypto exchange, the fee for the maker is 0.05% of the amount of the trading request. If there are no PXP tokens on the balance of the PointPay Crypto Exchange, the fee for the taker is 0.05% of the amount by which he or she pays off the order placed by the maker. Depending on the number of PointPay tokens (PXP) the Company provides discounts.

6.5.2 There is no system fee when depositing cryptocurrency funds to PointPay crypto exchange.

6.5.3 There are system fees for withdrawing funds from PointPay crypto exchange: for BTC - 0.0004 BTC, for ETH - 0.003 ETH, for USDT - 1 USDT, for LTC - 0.001 LTC, for Bitcoin Cash - 0.001 BCH, for Stellar Lumens - 0.01 XLM. The User can always check actual fees for the whole list of cryptocurrencies on the Website/in the Application.

6.6 As PointPay crypto exchange does not work with any fiat currencies, PointPay crypto echange is not a subject to Seychelles Foreign Exchange Act and Seychelles Exchange Control Act.

VII. POINTPAY CRYPTO WALLET

7.1 The PointPay Crypto wallet allows the User to hold cryptocurrencies. The Company uses offchain storage.

7.2 Due to security reasons the User must store outside the wallet a backup of all wallet credentials, including password, passphrases, identifiers, backup phrases, etc. The Company is not responsible for maintaining this data on your behalf.

7.3 The PointPay Crypto wallet is characterized by following features:

7.3.1 Multi-currency capability;

7.3.2 Real-time rates;

7.3.3 Day/night mode;

7.3.4 Sending the funds via email;

7.3.5 Balance topping-up with QR-codes.

7.4. The Company determines list of cryptocurrencies integrated in the Crypto wallet. The Company may delete some cryptocurrencies from the wallet and add new

cryptocurrencies to the wallet by the Company's sole discretion.

7.5 The Company does not charge any fees for the Crypto wallet receiving and/or controlling cryptocurrencies. However, the Company charges fees for sending cryptocurrencies out from PointPay wallet. Such fees differ depending on the cryptocurrency and are always displayed to you before you confirm your transaction. Besides, you also should pay blockchain network transaction fees.

7.6 The Company constantly works on the PointPay Crypto wallet updates and implements new services.

VIII. POINTPAY PAYMENT SYSTEM

8.1 PointPay payment system enables the User to buy cryptocurrencies directly from debit and credit cards, from bank accounts by means of wire transfer, SEPA and SWIFT transactions, from Apple Pay, Google Pay or other legitimate means of payments in Fiat currencies that are integrated into PointPay payment system. PointPay payment system enables the User to sell cryptocurrencies and to withdraw funds in Fiat currencies to the User's debit and credit cards, bank accounts by means of wire transfer, SEPA and SWIFT transactions, to ApplePay, GooglePay or other legitimate ways of withdrawal.

8.2 The nature of the Company's services, provided through PointPay payment system only provides the User with a technical route to orders matching to buy and sell cryptocurrency, but does not constitute providing by the Company of money remittance or payment services, for which proper licenses are required. Company does not enter with the User into direct transactions of exchanging cryptocurrencies to Fiat currencies and vice versa . Payment processing in fiat currencies is performed by Payment Service Partners. Each Payment Service Partner sets its own terms and requirements and may reject and not accept the User. The Company is not responsible for Payment Service Partner's activities and does not guarantee or secure to the User the proper performance of the services of Payment Service Partner.

8.3 As the Company uses several different Payment Service Partners at the same time, the Company recommends you in PointPay Payment System the best rate for purchase or sale of amount of cryptocurrency that you choose, depending on your information

(country of residence, fiat currency, cryptocurrency, bank issuing your card, bank where you have an account for wire transfer, amount of purchase or sale, etc.) The Company tries always to recommend you the best option, meanwhile, in case of any technical issues the Company cannot guarantee that the suggested Payment Service Partner suits your needs the best way.

8.4 At the moment of purchase or sale of cryptocurrency for fiat currency in the Application the User sees a page of the Payment Service Partner integrated inside the Application as a widget, as API or as a redirection to secure browser window. The User should read the Payment Service Partner's legal documents (terms of services, privacy policy, disclaimers) carefully and agree with them in order to continue transaction.

IX. POINTPAY CRYPTO SCHOOL

9.1 PointPay Crypto School is a blockchain education product designed to educate the User in blockchain sphere. PointPay Crypto School is created by the Company and is the intellectual property of the Company.

9.2 PointPay Crypto School has a step-by-step video guide which helps to start trading and making money in the crypto market for beginners and other educational materials. The Company constantly adds new materials and improves the quality of provided educational Services.

9.3 PointPay Crypto School may have some tutorials that are open only for PXP token holders. The User that does not have enough PXP tokens in the Account cannot have access for those materials.

9.4 The User understands that all the materials in PointPay Crypto School are available only for the users in PointPay ecosystem. The User shall not copy, distribute, translate, transmit, sell or license any material from PointPay Crypto School. The User can use such materials for learning only by him/herself.

9.5 PointPay Crypto School does not issue any certificates or diplomas to the Users, and it is not a licensed educational organization in the Seychelles.

X. INTELLECTUAL PROPERTY

10.1 The PointPay ecosystem, Website and Application are the Company's intellectual property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in PointPay ecosystem, as well as all the trademarks, service marks, and logos contained in PointPay ecosystem are owned or controlled by the Company or licensed to the Company, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws.

10.2 The Website and the Application is provided "AS IS" for the User's personal use only. No part of the Website or Application and no intellectual property inside it may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without the Company's prior written permission.

10.3 The Company grants to the User a non-exclusive, non-transferable, revocable, limited license to access and use the PointPay ecosystem in accordance with the Terms. The User agrees that the Company is not liable for any losses which may incur as a result of using this limited license.

10.4 Acceptable use. When accessing or using PointPay ecosystem, you agree that you will not:
10.4.1 Use Intellectual property in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
10.4.2 Use the Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
10.4.3 Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
10.4.5 Encourage or induce any third party to engage in any of the activities prohibited by the Terms or by the law in the Seychelles or in the jurisdiction of your citizenship and/or residency.

10.5 The Company reserves the right, at its sole discretion, to change, modify, add, remove or terminate this license at any time for any reason.

10.6 All the content in the User's profile, including but not limited to the User's photos, images, textual descriptions shall be the User's intellectual property. The Company is not responsible for the User's intellectual property. The User hereby confirms that the content in the User's profile does not cause any third parties' IP rights infringement and

is compliant with legislation of Seychelles and the User's country of citizenship.

XI. PXP TOKEN

11.1 PXP token is a blockchain-based ERC20 standard digital utility token designed to give benefits and discounts to the Users in PointPay ecosystem.

11.2 Although the PXP tokens may be tradable, PXP tokens are not to be construed, interpreted, classified or treated as any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities.

11.3 The User can buy PXP token on the ICO page of the Website. Price of 1 PXP token is 0,25 USD at the moment. The Purchaser can buy minimum 10 PXP tokens. There is no maximum limit of token for one Purchaser.

11.4 The Purchaser pays for PXP tokens in cryptocurrency. The Company does not accept payments in fiat currencies for PXP tokens.

11.5 The Company reserves the right to increase the PXP token price in the future with notification on website no later than 3 days before actual price change. The Company cannot decrease the PXP token price.

11.6 The User acknowledges that PXP token is not traded yet at the moment. PXP token is not traded on the PointPay crypto exchange and it will not be traded before the official listing on exchanges.

11.7 The Company can reject the User from buying PXP tokens if the Company assumes any risks connected with selling PXP tokens to the User. If the Company rejects the User, the funds transferred by the User to the Company in cryptocurrencies will be sent back to the User's PointPay crypto wallet.

11.8 Since the User has bought PXP tokens, the User cannot return PXP tokens back to the Company. The User cannot request to return PXP tokens to the Company and cannot ask the Company to return the cryptocurrency paid by the User to the Company back

to the User's account. The User will be able to sell PXP tokens only after PXP token is listed on any crypto exchanges.

11.9 If your country legally prohibits you from participation in ICO and from holding utility tokens, please, do not buy PXP tokens. If you became aware of such prohibition only after you received PXP tokens, you must notify the Company immediately and request to remove all the PXP tokens from your account. PXP tokens are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws.

XII. LIMITATION OF LIABILITIES

12.1 The Services provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind.

12.2 In no case shall the Company, the Company's director(s), shareholder(s), employees or agents be liable for any damages and losses of the User, including but not limited to incidental, indirect, special or consequential damages, loss of use, loss of profit or loss of data, arising out of or in any way connected with the use of or inability to use the Services or PointPay ecosystem or any materials provided by the Company to the User.

12.3 The User shall indemnify and hold harmless the Company from and against any and all direct and consequential loss, damage, liability, cost, or expense that the Company may incur by reason of or in connection with the User's activities in or with PointPay ecosystem.

12.4 To the maximum extent permitted by Applicable law, in no event shall the aggregate liability of the Company (including the Company's directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or liability of any other kind, arising out of or relating to the use of or inability to use PointPay ecosystem, exceed the fees paid by you to the Company during the 12 (twelve) months immediately preceding the date of claim giving rise to such liability.

12.5 When the User buys or sells cryptocurrency, the User uses the services of Payment Service Partners inside the Application. In case of any problems and conflicts, the User shall solve them with the Payment Service Partner directly.

XIII. THE USER'S DEVICE

13.1 You acknowledge and agree that, in connection with your use of the Services through Website and/ or Application, you shall be responsible for the following, at your own cost:

13.1.1 Obtaining all necessary hardware, software and communication services necessary for your use of the Website and/or Application in accordance with the Terms;

13.1.2 Installing antivirus or other mobile security software on your device to protect against any security or other vulnerabilities which may arise in connection with your use of the Website and/ or Application in accordance with the Terms.

13.2 Without prejudice to the foregoing, the Company assumes that any and all instructions received from your device on the Website or in the Application have been made by the rightful owner. You are solely responsible and liable for keeping your device safe and maintaining adequate security and control of your username, password and shall be likewise solely responsible for any access to and use of your account on the Website and/ or in the Application through your device, notwithstanding that such access may have been effected without your knowledge, authority or control.

13.3 When you discover that your device where the Application was installed is lost or stolen or has been accessed or used in an unauthorized way, you shall notify the Company of the loss/ theft or unauthorized use by e-mail info@pointpay.io. In addition, the Company recommends you to log into your account on the Website or in any other device and reset the password as soon as possible.

XIV. TERM AND TERMINATION, MODIFICATIONS

14.1 The Terms shall remain in full force and effect while the User uses PointPay ecosystem.

14.2 The Company reserves the right to, in its sole discretion and without notice or liability, deny access to and use of PointPay ecosystem and the Services (including blocking certain IP addresses) to any person for any reason or for no reason. In this case the Company should transfer all the User's funds that are in the User's account to the date when the User account is deleted to the User's another crypto wallet outside of PointPay ecosystem.

14.3 If the Company terminates or suspends the User's account the User is prohibited from registering and creating a new account under the User's real name, a fake name,

or the name of any third party. In addition to terminating or suspending the User's account, the Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14.4 The User can also delete his or her account at the personal account page. After confirmation of the user account deletion the User loses the right to claim a payment of any unpaid confirmed remuneration in the PointPay Blockchain-based bank recorded on the User account.

When the User deletes the Application from the User's smartphone, it does not mean deletion of the User account. The User's credentials remain valid, but the Company can delete the User account due to long time inactivity.

14.5 The Company may at any time without prior notice permanently or temporarily terminate the operation of the Application. In such case the User may continue to use the Website and all the funds will be saved in the User's account.

14.6 The Company reserves the right to modify the Terms at any time at the Company's sole discretion. The Company will notify the User about amendments by automatic notification on the Website and inside the Application, but will not ask any actions to confirm that the User agrees. If the User does not agree with the new amended version, the User must immediately discontinue his or her access to PointPay ecsystem and stop use all the Services. If the User continues to use the Services, the amended Terms have legal force for the User and his or her actions will constitute acceptance of the amended Terms.

XV. APPLICABLE LAW

15.1 The Terms and all and any disputes, controversies and differences arising out of or relating to the Terms, including any questions regarding its existence, validity or termination shall be construed, interpreted, applied, and governed in all respects in accordance with the laws of Seychelles, without giving effect to principles of conflict of laws.

XVI. MISCELLANEOUS

16.1 Force Majeure. If by reason in whole or in part of any Force Majeure Event, either you or the Company is delayed or prevented from complying with the Terms, then such delay or non-compliance shall not be deemed to be a breach of the Terms and no loss or damage shall be claimed by you or the Company by reason thereof.

16.2 Taxes. It is your responsibility to determine what, if any, taxes apply due to your use of the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority.

16.3 Severability, Reformation. In the event that any provision of the Terms is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of the Terms is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of the Terms will, where possible, be interpreted so as to sustain its legality and enforceability.

16.4 Assignment. The Terms shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations under the Terms without the Company's prior written consent, which may be withheld in the Company's sole discretion. The Company may assign rights or delegate duties under the Terms in its sole discretion.

16.5 Relationship of the Parties. Nothing in the Terms is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship.

16.6 Entire agreement. The Terms constitutes the entire agreement among the parties with respect to the subject matter described herein and shall supersede all prior agreements and understandings, written or oral, among the parties.

16.7 Contact Information. For any purpose other than technical support requests, you may contact the Company by registered post or courier:
Paytosave Limited
Suite 1, Second Floor, Sound &Vision House, Francis Rachel Street, Victoria, Mahe, Seychelles

or by e-mail: info@pointpay.io