LEGAL

Terms of Service

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1. Definitions

"**TsaraPay**", "we", "us" or "our" means [COMPANY LEGAL NAME], a company registered in [JURISDICTION] under number [REG. NO.], with registered office at [REGISTERED ADDRESS].

"**Merchant**", "you" or "your" means the business entity that registers for and uses the Services.

"**Services**" means the payment acceptance, processing, routing, currency conversion, settlement (including settlement in USDC or other digital assets), payout, reporting, and related technology and API services made available by TsaraPay.

"**Customer**" means an end user who transacts with the Merchant using the Services (for example, a player or trader).

"**Transaction**" means any payment, deposit, withdrawal, refund, chargeback, or settlement processed through the Services.

"**Settlement**" means the transfer of funds owed to the Merchant, net of applicable fees, reserves, and adjustments.

2. Eligibility & acceptance

The Services are offered solely to businesses and are not intended for consumers. By accepting these Terms, you represent that you are duly authorised to bind the Merchant, that the Merchant is validly established, and that you and the Merchant will comply with all laws applicable to your business.

Onboarding is subject to our business verification ("KYB"), risk assessment, and approval. We may accept or decline any applicant, and may impose conditions, limits, or additional requirements at our discretion.

3. The Services

TsaraPay provides technology and payment infrastructure that enables the Merchant to accept payments from Customers through cards, mobile wallets, bank transfers, local payment methods, and digital assets, and to receive Settlement and issue payouts. Certain payment methods, currencies, and features may be provided by, or in conjunction with, licensed third-party payment institutions, acquirers, and financial partners.

We do not provide legal, tax, accounting, investment, or gambling-licensing advice. The Services are a payment tool only and do not constitute an endorsement of, or participation in, the Merchant's underlying business.

4. Merchant obligations

You are solely responsible, at your own cost, for:

- holding and maintaining all licences, registrations, and authorisations required to operate your business in every jurisdiction in which you operate or target Customers, including any gambling, gaming, forex, brokerage, or financial-services licences;
- operating lawfully and only accepting Customers from jurisdictions where your activity is permitted;
- the accuracy and completeness of all information, documentation, and integration data you provide;
- your relationship with your Customers, including delivery of goods or services, customer support, disclosures, terms, and refund policies;
- the security of your systems, credentials, API keys, and Customer data; and
- promptly notifying us of any material change to your business, ownership, licensing, or risk profile.

You must not use the Services in any way that could damage, disable, overburden, or impair them, or that could expose TsaraPay or its partners to legal, regulatory, financial, or reputational harm.

5. Prohibited businesses & activities

You may not use the Services in connection with any activity that is illegal in any applicable jurisdiction, or with any of the following without our prior written approval: unlicensed gambling or gaming; unlicensed financial services; the sale of controlled substances, weapons, or other regulated goods where you lack the required authorisation; content that sexually exploits minors; terrorist financing; sanctions evasion; fraud; pyramid or Ponzi schemes; or intellectual-property infringement.

You further agree not to: (a) submit Transactions that do not arise from a bona fide sale to a genuine Customer; (b) process your own card or payment instrument to obtain liquidity ("transaction laundering" or factoring); (c) misrepresent the nature of your business or a Transaction; or (d) split a single Transaction to evade limits.

6. Compliance, KYC & AML

The Services are subject to our AML/CTF Policy and Privacy Policy, which are incorporated into these Terms by reference. You agree to cooperate with all identity-verification, source-of-funds, sanctionsscreening, transaction-monitoring, and record-keeping requirements we or our partners impose, and to provide requested information promptly. We may report suspicious activity to competent authorities where required by law and may be prohibited from informing you of such reporting.

7. Fees & settlement

Fees are set out in your commercial agreement or fee schedule and may be updated in accordance with Section 18. Unless otherwise agreed, we deduct fees, reserves, and adjustments from amounts collected before Settlement. Settlement may be made in USDC or another agreed asset or currency to the wallet or account you designate. You are responsible for the accuracy of your designated settlement destination; we are not liable for funds sent to an incorrect destination you provided.

Digital-asset values may fluctuate, and blockchain networks may impose their own fees and confirmation times. You accept the risks inherent in digital-asset settlement, including network delays, congestion, and irreversibility of on-chain transfers.

8. Reserves, refunds & chargebacks

Reserves. To manage risk, we may withhold a rolling or fixed reserve, delay Settlement, or set transaction limits, and may adjust these at any time based on your risk profile, chargeback ratios, or regulatory requirements.

Refunds. Refunds must be issued through the Services and only to the original payment method or Customer. You are responsible for your own refund policy and for funding refunds.

Chargebacks. You are liable for all chargebacks, reversals, fines, and assessments arising from your Transactions, together with our related handling fees. We may recover such amounts from Settlement, reserves, or by direct invoice. Excessive chargeback ratios may result in additional fees, increased reserves, suspension, or termination. You agree to assist in disputing illegitimate chargebacks and to maintain records evidencing the legitimacy of Transactions.

9. Third-party services

The Services depend on third-party providers, networks, and infrastructure. Transactions may occasionally fail or be delayed due to technical issues, network conditions, or actions of third parties. To the maximum extent permitted by law, we are not liable for losses caused by third-party services, outages, or events outside our reasonable control.

10. Intellectual property & API licence

All rights in the Services, software, APIs, SDKs, documentation, and trademarks are and remain owned by TsaraPay or its licensors. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to use the API and SDKs solely to integrate and use the Services. You may not copy, modify, reverse engineer, resell, or create derivative works except as expressly permitted.

11. Confidentiality

Each party will protect the other's confidential information and use it only to perform under these Terms. This obligation does not apply to information that is public through no fault of the receiving party, independently developed, or required to be disclosed by law or regulator.

12. Warranties & disclaimers

The Services are provided **"as is" and "as available"**. To the maximum extent permitted by law, TsaraPay disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation. We do not warrant any specific approval rate, settlement time, uptime, or business outcome except as expressly stated in a signed agreement.

13. Limitation of liability

To the maximum extent permitted by law: (a) neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, revenue, goodwill, or data; and (b) TsaraPay's total aggregate liability arising out of or relating to these Terms will not exceed the total fees actually paid by the Merchant to TsaraPay in the [THREE (3)] months immediately preceding the event giving rise to the claim. Nothing in these Terms excludes liability that cannot be excluded by law.

14. Indemnification

You will defend, indemnify, and hold harmless TsaraPay, its affiliates, partners, and their officers, directors, and employees from and against any claims, losses, liabilities, fines, penalties, damages, and expenses (including reasonable legal fees) arising out of or relating to: (a) your use of the

Services; (b) your breach of these Terms or applicable law; (c) your business, products, or services; (d) your Customers or any Transaction; or (e) any chargeback, fine, or assessment attributable to you.

15. Suspension & termination

We may suspend, limit, or terminate your access to the Services immediately, with or without notice, if we reasonably believe: you have breached these Terms or applicable law; your activity poses legal, regulatory, financial, fraud, or reputational risk; a partner requires it; or verification cannot be completed. Either party may terminate for convenience on [30] days' written notice unless a signed agreement provides otherwise. On termination, we may withhold reserves for up to [180] days to cover potential chargebacks and liabilities. Sections that by their nature should survive (including 8, 10–14, 17, 19) survive termination.

16. Force majeure

Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, civil unrest, government action, sanctions, network or blockchain failures, or third-party outages.

17. Governing law & disputes

These Terms are governed by the laws of [GOVERNING JURISDICTION], without regard to conflict-of-laws rules. The parties will attempt in good faith to resolve any dispute. Any dispute not resolved will be finally settled by [binding arbitration under the rules of [ARBITRAL INSTITUTION] seated in [SEAT] / the exclusive jurisdiction of the courts of [JURISDICTION]]. You agree to bring claims only in your individual capacity and not as part of any class or representative action, to the extent permitted by law.

18. Changes to these Terms

We may update these Terms from time to time. We will post the updated version with a new "Last updated" date and, for material changes, provide reasonable notice. Continued use of the Services after changes take effect constitutes acceptance.

19. General

These Terms, together with any signed commercial agreement and the policies referenced here, constitute the entire agreement between the parties. If any provision is held invalid, the remainder continues in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign to an affiliate or successor. Notices to you may be given electronically.

20. Contact

Questions about these Terms: contact@tsarapay.com · Telegram @tsarapay.
