



## TERMS AND CONDITIONS

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Please read these terms and conditions carefully. By using the services of CPAYS.CO, in any form or shape, you are using services offered by from Truevalue Holdings, Inc., a private limited company organized under the laws of the Nevis Islands ("Truevalue Holdings, Inc." or the "Company") you will be bound by these terms of use and all terms incorporated herein by reference.

Note that Section 11 contains a binding arbitration clause and class action waiver, which affect your legal rights.

If you do not agree to these terms of use, do not use any services provided by CPAYS.

Your account activation or creation in CPAYS.CO, is and will be subject to these terms (the "**Terms and Conditions**"). Each of you and the Company is a "**Party**" and, together, the "**Parties**" hereto.

If you have any questions regarding these Terms and Conditions, please contact us [info@CPAYS.co](mailto:info@CPAYS.co).

This Agreement (the "Agreement") contains the terms and conditions that govern your use of CPAYS.CO and all and any of its portions, sections, APIs, websites, APPs, dAPPs and any other way of interactions amongst the "Parties", and this constitutes a an agreement between you and/or the entity that you represent ("Customer" or "you") and the Company. The Buyer and the Company are herein referred to individually as a "Party" and collectively, as the "Parties".

### **IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

**WHEREAS**, The Company is the sole owner and developer of the CPAYS.CO platform; and

**WHEREAS**, The Company will, at its sole discretion and without any previous notice, change, amend, rectify, edit, and modify the software of CPAYS.CO; and

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

#### **1. Eligibility**

In order to be eligible to open an account with CPAYS.CO, customer must be eighteen (18) years of age. The Company reserves the right to request further personal information including name, date of birth, address, among others, and, if necessary, provide any requested identity verification documents requested by the Company in order to satisfy their "know your customer" requirements .

#### **2. Registration of CPAYS Account**

In order to use the CPAYS Services, you will need to register for a CPAYS account (a "CPAYS Account"). During the registration process, we will ask you for information, including your name and other personal information to verify your identity. We may, in our sole discretion, refuse to open a CPAYS Account for you, or limit the number of CPAYS Accounts that you may hold.

### 3. CPAYS Services.

Your CPAYS account ("CPAYS Account") encompasses the following basic CPAYS services: One or more unique blockchain addresses that were opened by CPAYS on your behalf, one or more hosted crypto currency or crypto token wallets that allow users to store certain supported digital currencies, and to track, transfer, and manage supported crypto currencies or crypto tokens; crypto currency conversion services through which users can buy and sell crypto currencies or tokens in transactions with CPAYS.

**Crypto Currency or Crypto Token means digital products like Bitcoin, Ethereum, TGC, Litecoin, Binance, Maker as well as USD Coin ("USDC"). As with any asset, the value of digital currencies can go up or down and you can lose money buying, selling, holding or investing in digital currencies. CPAYS and its products are not registered with the U.S. Securities and Exchange Commission. CPAYS does not offer securities services and you understand that investor protections available under the securities laws do not apply to your use of the CPAYS platform or CPAYS products.**

### 4. Receiving Payments

CPAYS.CO, will receive payments from many crypto currencies and crypto tokens, including but not limited to Bitcoin, Ethereum, Truegoldcoin, Litecoin, Dash, Binance, Maker, USDC and all ERC-20 tokens running on the Ethereum Blockchain. The Company shall accept payments only on behalf of registered accounts from users that have gone through the entire Terms and Conditions document, and fully comply with the requirements.

### 5. Performance.

The CPAYS platform is to be used as a means of payment for normal transactions, utilizing crypto currencies or tokens. The company IS NOT, NOR WILL BE LIABLE for performance of the networks, internet bandwidth, routing, blockchain delays and errors. All your crypto currency and tokens will be able to be exchanged in other crypto currencies and fiat currencies, and the timing to do that depends on the demand of the market for each individual crypto currency or crypto token. The Company cannot guarantee that at a certain point, a determined crypto currency or token does not become liquid through marketplaces and exchanges.

### 6. Acknowledgment and Assumption of Risks.

Customer acknowledges and agrees that there are risks associated with holding crypto currency or crypto tokens, owning tokens, and using them for the provision or receipt of products and services. BY RECEIVING CRYPTO CURRENCY AND TOKENS AS PAYMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

### 7. Rights and Ownership

The use of CPAYS platform does not imply or by any means suggest any sort of purchase, ownership, of the platform. It carries no rights, express or implied, other than the right to use it as a means to interact or transact on the ecosystem. In particular, the Customer understands and accepts that registration or usage do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any

other form of participation in or relating to the and its corporate affiliates, other than any rights relating to the provision and receipt of services from Company, subject to limitations and conditions in this Agreement.

## **8. Security.**

Customer is responsible for implementing reasonable measures for securing their username and passwords. If lost, customer may lose access to their crypto currencies and tokens. Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## **9. Personal Information.**

Company may determine, in its sole discretion, that it is necessary to obtain certain information about Customer in order to comply with applicable laws or regulations in connection with buying, selling and receiving crypto currencies. Customer agrees to provide Company such information promptly upon request. Customer acknowledges that Company may refuse to open an account for Customer until further information is provided to fulfill applicable laws or regulations.

## **10. Taxes.**

Customer is responsible for determining what, if any, taxes apply to each transaction, including, for example, sales, use, value added, and similar taxes. It is also Customer's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Customer's activities or transactions using CPAYS platform.

## **11. Dispute Resolution; Arbitration**

(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (b) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (c) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## **12. Notice; Informal Dispute Resolution.**

Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at legal@truegoldcoin.com. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and

**13. The specific relief that you are seeking.**

If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

**14. Process.**

Any Dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence or validity, where the Parties fail to resolve it informally in accordance with clause 11(c), shall be referred to and finally resolved by any duly certified and approved arbitration center in St. Kitts – Nevis Islands. The seat of the arbitration shall be St. Kitts – Nevis Islands. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

**15. Authority of Arbitrator.**

As limited by these Terms and Conditions, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms and Conditions. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

**16. Governing Law.**

These Terms and Conditions and any Dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with St. Kitts – Nevis Islands. Any Dispute between the Parties arising out of or relating to these Terms and Conditions that is not subject to arbitration under Section 14 hereof will be resolved in Nevis Islands courts, and the Parties irrevocably agree that Nevis Islands courts shall have exclusive jurisdiction to settle any such Dispute or claim.

**END**