TERMS OF SERVICE

This contract is concluded between you and AMZ PAY, a French company whose head office is located at 64 avenue du General de Gaulle 94160 Saint Mandé RCS Creteil B 824545594. Virtual assets and virtual Ibans services are provided by Striga Technology OÜ, an Estonian company with its registered office at 6 Sepapaja, Tallinn, Estonia (registration code: 16298772), in accordance with its terms and conditions.

Our website is: https://www.amazingpayment.io

Our contact details are contact@amazingpayment.io

By using the amazingpayment.io website and any related mobile applications or retail products and/or services (collectively, the "Amz Pay Services"), you agree to be bound by this agreement. You acknowledge that you have read, understood and accepted all of the terms and conditions contained in this Agreement, our Privacy Policy and Electronic Signature Consent.

Definitions

- Digital Currency: any supported virtual currency, cryptocurrency or digital asset offered through the Amz Pay Site and Services.
- Amz Pay Wallet: The digital currency wallet provided by Amz Pay for storing, sending and receiving digital currency.
- Personal Wallet: The public key of any digital currency wallet to which you instruct Amz Pay to send purchased digital currency or digital currency stored in your Amz Pay wallet.
- Purchase Price: The price, in any fiat currency or digital currency, at which you can purchase a supported digital currency from Amz Pay.
- Selling Price: The price, in any fiat currency or digital currency, at which you can sell a supported digital currency to Amz Pay.
- Eligible Account: An account or user that meets the criteria and conditions stipulated by Amz Pay and has passed Amz Pay's identity verification and sanctions screening process.
- Exchange Rate: The price of a supported digital currency, given in any fiat currency or digital currency specified by Amz Pay.

- Purchase order: any digital currency purchase from Amz Pay.
- Sales order: any sale of digital currency to Amz Pay.
- Amz Pay Site: The Amz Pay website, amazingpayment.io, and all associated websites, APIs and mobile applications.
- Amz Pay Services: all products and services offered by Amz Pay via the Amz Pay Site and Services.

Legal jargon

- Construction: the way a contract is interpreted.
- Terminology: the language used in a contract.
- Plural: more than one person or thing.
- Singular: a single person or thing.
- Gender: masculine or feminine.
- Including: in addition to.
- Below: later in this contract.

- To use Amz Pay services, you must create an account with your legal name, phone number, email address and password. You cannot have more than one Amz Pay account. Amz Pay reserves the right to refuse to open an account, limit access to your account or permanently close it if you are suspected of having violated this Agreement or for any other reason deemed necessary.
- Amz Pay is required by law to collect and verify certain personal information for identity verification and compliance purposes. For more information on how Amz Pay collects, stores, uses, shares and protects your personal information, please see the Amz Pay Privacy Policy. Amz Pay will never sell your information to third parties.
- Buying, selling and trading digital currency can involve significant risks, including significant price fluctuations. Amz Pay is not responsible for any change in the value of any digital currency purchased or sold through the Amz Pay Services, including but not limited to slippage or unanticipated price changes between order placement and its execution. Please consider your own financial situation carefully before trading or holding any digital currency and adequately research any digital currency you consider purchasing or selling.
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Amazing neo bank services

Amz Pay offers the following services in connection with your amazing neo bank account:

- Cryptocurrency Exchange
  - Buy
    - Customers can purchase supported digital currency from Amz Pay after funding their account via any applicable funding method.
    - Amz Pay will attempt to deliver the purchased digital currency to your amazing neo bank wallet or personal wallet as soon as possible.
    - Service fees may apply to all purchases.
  - Sell
    - Customers can sell supported digital currency to Amz Pay as a funding method.
    - Amz Pay will attempt to credit your amazing neo bank account for the sold digital currency as soon as possible.
    - Service fees may apply to all sales.
  - Coin exchange
    - Customers can instantly exchange cryptocurrencies from one currency to another by providing Amz Pay with a conversion request from one supported digital currency to another supported digital currency.
    - Amz Pay can provide a non-binding quote for the conversion, which the customer can accept or decline within a specified time frame.
    - Amz Pay may accept or reject the customer's redemption request at its sole discretion.

Service charge

Amz Pay may charge service fees for some of its services. These fees will be displayed on the Amz Pay app before confirming a transaction. Our partner Striga will debit the service fee from your Amz Pay account in accordance with the applicable pricing.

Amz Pay reserves the right to change its pricing structure at any time. Amz Pay may also offer promotions or discounts on service fees.

You acknowledge that third-party financing methods may charge additional transaction fees. Amz Pay will not process a transaction if the associated fees exceed the value of the transaction.

Type of fees	Amount
Virtual Asset Deposit	● *flat 0.2%*
Withdrawal of virtual assets	● *flat 1%*
Virtual Asset Trading	● *0.5€*
Fiat Deposit	● *0.75€*
Fiat withdrawal	● *0.75€*

Protection and storage of information

To the extent that we process customer data according to Striga's instructions, we act as a processor, but when processing additional customer data, we act as data controller. We use physical, technical and administrative security measures to protect your information against loss, disclosure, misuse and unauthorized access. Amz Pay is responsible for processing additional data.

These measures include:

● Limit access to your information to employees who need it to perform their jobs.
● Store your information on secure servers of our host IONOS
● Use encryption protocols to protect your information during transmission.
● Monitor our systems to detect and prevent fraudulent activity.

Amz Pay will store your information securely during and after the life of your Amz Pay account, in accordance with our legal obligations and our Privacy Policy.

Information sharing

Amz Pay may share the information we collect from you for the following purposes:

● Take steps to prevent fraud and other illegal activities.
● Provide identity verification and fraud prevention services.

- Provide legal, marketing and other services on our behalf.
- Perform financial, legal or technical audits.
- Comply with legal or regulatory requirements.
- Investigate potential violations of our User Agreement.

In certain cases, Amz Pay may be required to share your information with third parties without your consent, for example if we are compelled to do so by a court order.

Amz Pay does not share your information with any third parties for their direct marketing purposes unless you have given us your explicit consent.

Cross-border transfers of personal data

Amz Pay may transfer your personal information to other countries, including countries outside the European Union. We will take steps to protect your personal information during these transfers, including the use of standard contractual clauses approved by the European Commission.

How to access and change your information

You can access, view and modify your personal information at any time in your Amz Pay account. For that, proceed as following :

1. Log in to your Amz Pay account.
2. Click the "Settings" or "Account" tab.
3. Click on the "Personal Information" section.
4. You can edit your account information by entering it in the appropriate fields.

If you are unable to change your account information, please contact us through our support page for assistance.

If you close your Amz Pay account, we will retain your account information in our databases for the number of years (5 years) required in order to comply with the various financial services laws and regulations governing Amz Pay.

Safety tips

`* Do not use the same password for multiple accounts.`

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* Do not use easily accessible personal information, such as
name, date of birth or address.
* Use a password manager to store and manage passwords.
* Enable two-factor authentication (2FA).
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- Consequences of breaching password security

  Password security

  To protect your account, you should choose a strong password and keep it secret. A strong password should be at least 8 characters long and should include a combination of letters, numbers, and special characters. You must also change your password every 90 days.

  If you believe your password has been compromised, please notify us immediately. We will take steps to protect your account, such as changing your password and sending a warning email to affected users.

1. **SYSTEM SECURITY AND DOWNTIME**

System security is a top priority for us. We implement a series of security measures to protect our systems and data against cyberattacks and other threats. These measures include:

- A secure infrastructure

We use secure infrastructure to host our systems, including physical and virtual servers, networks and storage systems. This infrastructure is protected by firewalls, antivirus and intrusion detection systems.

- Strict access controls

We have implemented strict access controls to limit access to systems and data. These controls include two-factor authentication, the use of strong passwords, and limiting the number of users allowed to access systems.

- Constant monitoring

We continually monitor our systems for suspicious activity. This monitoring is carried out by automated tools and teams of security experts.

- Regular updates

We regularly apply security patches and software updates to our systems. These updates help protect our systems against known vulnerabilities.

General information on maintenance and downtime

We plan and perform maintenance on our systems in a way that minimizes the impact on users. We communicate any planned maintenance in advance, including scheduled dates and times.

In the event of an unplanned incident, we undertake to notify users as soon as possible. We will also take measures to limit the impact of the incident on users.

Here are some examples of measures we can take to limit the impact of an unplanned incident:

- Deployment of a business recovery plan

We have a disaster recovery plan in place to enable us to restore our systems and data in the event of an incident.

- Communication with users

We are committed to communicating with users transparently in the event of an incident. We will provide regular updates on the status of the incident and the steps we are taking to resolve it.

- Refunds or credits

In some cases, we may offer refunds or credits to users who are affected by an incident.

We are committed to providing our users with a safe and reliable environment. We implement rigorous security and maintenance measures to protect our systems and data.

2. CUSTOMER SERVICE

Customer Service Objectives

The goal of our app's customer service is to provide users with quality support to resolve their issues and answer their questions. We are committed to providing accessible, timely and efficient customer service.

Communication channels

Our customer service is available through multiple communication channels so users can choose the one that suits them best. We offer support via email, chat and telephone.

Customer service staff

Our customer service staff are trained in our company's products and services so that they can provide accurate and helpful responses to users. We are committed to providing courteous and professional customer service.

Problem resolution process

Our customer service has a clear and efficient process for resolving user problems. This process is documented so that all customer service agents can follow it.

Customer satisfaction metrics

Reply duration

We are committed to responding to all customer service requests as quickly as possible.

- Email: We will respond to your email within 24 business hours.
- Chat: We will respond to you within 10 minutes.
- Telephone: We will respond to you within 30 minutes.

Exception

In the event of a major incident, we undertake to keep you informed of the situation and do everything possible to resolve the problem as quickly as possible.

We collect user feedback to measure user satisfaction. This feedback helps us improve our customer service.

Indemnification and Limitation of Liability

By accepting the terms and conditions of this policy, you indemnify and hold harmless Amz Pay, its promoters, officers, directors, employees, affiliates, agents, contractors and other representatives from any claims, demands, liabilities, suits, proceedings, penalties , costs or expenses of any kind (including attorneys' fees and expenses) arising out of or in connection with:

- Sharing information with third parties;
- Breach of any obligations, conditions, representations, warranties and covenants under this Agreement;
- Breach of confidentiality obligations under this Agreement; And
- Any use of your information by Amz Pay in accordance with this policy.

This provision will survive the expiration or termination of your relationship with Amz Pay for any reason.

Notwithstanding anything to the contrary contained elsewhere in this policy, Amz Pay, in any event, regardless of the form of claim, shall not be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but without limitation,:

- Any loss of profits, revenue, contracts, opportunities, data, use, image or reputation;
- Any cost of acquiring substitute goods or services;
- Any loss or corruption of data;
- Any interruption of activity; And
- Any personal injury or property damage.

DISPUTES

In the event of a dispute between the parties, they undertake to try to find an amicable solution before initiating legal proceedings.

If an amicable solution cannot be found, the dispute will be subject to the exclusive jurisdiction of the courts within the jurisdiction of the head office of the company AMZ PAY and or its supplier Striga Technology OÜ concerning virtual asset services, the issuance and transaction of virtual IBANs.

Contact us for any questions

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