

## Last Updated October 25, 2025

Please read these Terms of Use («**Terms**») carefully before using any of the services provided by **Kraster Pay** website (<https://krasterpay.io>) (the «**Website**»).

If you do not agree to these Terms, you may not visit or use the Website or any Services provided on the Website. All information and Services provided on the Website are provided strictly «**as is**» without warranty of any kind.

Please leave the Website and do not create an account if you do not agree to the terms and conditions set out below. Otherwise, you assume all risk and responsibility for the storage and trading of virtual currency, even though we have warned you not to do so.

If you are a U.S. citizen or resident, please leave the Website, Kraster Pay does not serve U.S. citizens or residents. Accordingly, by using the Services, you also confirm that you are not a citizen or resident of the United States or a citizen or resident of the list of prohibited countries set forth in our website's AML policy.

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### 1. Terms and Definitions

**1.1 Account** – an account opened by You on the Site to access the Services on the Site.

**1.2 AML Policy** – rules of behaviour aimed at preventing money laundering and terrorist financing developed by the Kraster Pay in accordance with the Governing Laws, which form an integral part of the Terms and are available at <https://krasterpay.io>

**1.3 Governing Law** means the laws, international regulations and agreements applicable under these Terms to all relationships between you and the Platform.

**1.4 Kraster Pay** (also referred to as the «**Platform**») - an online platform operated by the Kraster Pay that offers currency transactions, money transfers, virtual currency transactions and other services as set out in Section 3 of these Terms.

**1.5 Deposit** – a transaction consisting in the transfer of virtual currency units from external wallets to your Account.

**1.6 Services** any services provided on the Kraster Pay Platform as set out in Section 3 of the Terms.

**1.7 Exchange** – an exchange transaction of virtual currency to fiat currency or vice versa, or virtual currency to another virtual currency, carried out through the Account.

**1.8 Exchange Rate** – the ratio of the value of assets in trading pairs based on demand, supply, value, utility of assets and other economic variables.

**1.9 Commission** – commission or other charges levied by the Kraster Pay for the use of the Services.

**1.10 Privacy Policy** – the rules for the collection, storage and use of personal data developed by Kraster Pay in accordance with regulatory laws, which form an integral part of the Terms and are available at <https://krasterpay.io/privacy>

**1.11 Withdrawal** – a transaction consisting in transferring Virtual Currency units from your Account to external wallets.

**1.12 User** (also referred to as «**You**», «**Your**») - an individual (natural person) or a legal entity established in the appropriate legal form, who has opened an account on the Website, who has the ability to enter into a legally binding contract and use the Website, and who is not prohibited from doing so and using the Services under the Regulatory Laws or any other laws that may apply.

**1.13 Virtual Currency** is a decentralised peer-to-peer digital asset that has no central issuer and is not legal tender, securities, electronic money or money under the Governing Law.

**1.14 Virtual Currency Merchant** – a third-party provider of goods and/or services that supports payments in virtual currencies through the User's Account on the Platform.

**1.15 Website** – the internet site maintained and owned by Kraster Pay at <https://krasterpay.io>.

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## 2. Terms of Use Status and Acceptance

**2.1** These Terms constitute a legally binding agreement between you and Kraster Pay.

**2.2** These Terms apply to all Services, information, text and other products offered by Kraster Pay on the Website.

**2.3** By accessing the Website, opening an Account on the Website or ticking the «**I agree to the Terms of Use and Privacy Policy**» box, you agree to these Terms and confirm that you have read, understood and accepted all provisions of these Terms, as well as the provisions of our Privacy Policy, AML Policy and other legally binding documents publicly available on the Website.

**2.4** You may not use the Website or create an Account unless you have read, understood and accepted all provisions of these Terms.

**2.5** Kraster Pay may change, remove or add context to the Terms and reserves the right to do so in its sole discretion. All new and/or revised provisions of the Terms are effective immediately and apply to your use of the Website, Account and Services from that date. Please check these Terms regularly to ensure that you are aware of all current provisions of these Terms.

**2.6** Kraster Pay may notify you of material changes to these Terms. This may be done by posting a notice on the Website or by sending you an email (if appropriate).

**2.7** You can review the most current version of the Terms using the Terms of Use link. If you continue to use the Website after the Kraster Pay makes changes to the Terms, you expressly confirm your acceptance of the new and/or revised Terms.

**2.8** These Terms, including our Privacy Policy and the AML Policy, any and all notices, notifications, policies, warnings and disclaimers constitute entire agreement between you and the Kraster Pay.

**2.9** Platform users assume full responsibility for all risks associated with the use of cryptocurrencies. These may include:

- Theft or loss due to negligence;
- Lack of collateralisation of cryptocurrency;
- Cyber security risks;
- Virtual currency fraud;
- Lack of consumer protection;
- High volatility;
- Currency regulation;
- Taxation of virtual currencies;

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### 3. Services

**3.1** The Kraster Pay provides the following services on the Website (collectively – "**Services**", and separately – the "**Service**"):

- Exchange of Virtual Currency unit for units of another Virtual Currency/fiat money;
- Virtual Currency wallet services;
- Depositing and withdrawing units of Virtual Currency on the Platform;

**3.2** By providing a Service of exchanging Virtual Currency units for units of another Virtual Currency or fiat money, the Kraster Pay uses then-prevailing spot market exchange rate for the given trading pair (e.g. BTC/USD). You further acknowledge and agree that whilst the prices displayed on our Platform may take into account market data from various sources, they are not taken directly from any one source, and therefore may not match prices that you see elsewhere (including prices quoted on other exchanges, conversion services and market data providers).

**3.3** By providing a wallets Service, the Kraster Pay provides you with a digitally secured wallet for Virtual Currencies, aimed to exchange, store, and withdraw units of Virtual Currencies and securely stores your private keys for these purposes.

**3.4** To access Services, laid down in Sections 3.2.-3.3. of the Terms, you have to deposit units of Virtual Currencies on the Platform.

**3.5** Deposits and withdrawals are made in accordance with Section 9 of the Terms.

**3.6** The Kraster Pay may at any time disable the access to the Website, the Account and/or specific Service or all Services altogether and reserves the right to do so in its sole discretion without giving any reason.

**3.7** The Kraster Pay only offers Services regarding Virtual Currencies the Platform supports. Please, check the Website regularly to be aware of what Virtual Currencies are supported. You should not attempt to use your Account to deposit Virtual Currencies the Platform does not support.

**3.8** The provision of Services might be delayed due to circumstances including but not limited to technical difficulties, reasonable doubts about the nature or source of funds, deposited on the Platform, carrying out AML/KYC checks as set forth in the AML Policy, etc.

**3.9** The Kraster Pay may also provide you with an aggregated nominal value of all your assets in EUR, BTC or any other currency or Virtual Currency based on their current exchange rate.

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#### 4. User's Eligibility

**4.1** To access the Services, you must open an Account on the Website by undergoing a registration procedure on the Website.

**4.2** The Services and the use of the Website are available to individuals or legal entities, that:

- are at least 18 years of age (for individuals);
- have the capacity to enter into a legally binding contract and use the Website, and are not prohibited to do so and use the Services by the Regulatory Law or any other laws that may apply;
- are residing or incorporated in countries and territories we support.

**4.3** You can only have one Account on the Website. You should not create more than one Account on the Website unless expressly permitted by the Kraster Pay.

**4.4** You cannot create an Account on the Website if your Account has previously been suspended by the Kraster Pay.

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#### 5. Personal Account

**5.1** When opening an Account on the Website, you warrant that any and all information, submitted by you is accurate, valid, up-to-date, and complete.

**5.2** You shall not use your Account for illegal purposes and activities, which may include but is not limited to money laundering, terrorism financing, human, drug, weapon, and sex trafficking, or tax evasion.

**5.3** You must not create an Account on behalf of another individual or entity unless you are legally authorized to do so.

**5.4** You are solely responsible for keeping your Account secure. Do not share your login, password or any other access details with others.

**5.5** You must notify the Kraster Pay immediately upon becoming aware of any breach of security or unauthorized use of your Account. Please contact us at [support@krasterpay.io](mailto:support@krasterpay.io) immediately in this case!

**5.6** The Kraster Pay reserves its right to suspend your Account without providing notice or reason in case of any violation of these Terms.

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## 6. Registration Requirements

**6.1** In order to receive access to the Services, provided on the Website, you will have to provide certain information and documents and undergo a verification procedure. For more information, please, read the AML Policy.

**6.2** The Kraster Pay may at any time request you to provide additional documents and information and/or updated documents and/or information and documents submitted before and reserves the right to do so at its sole discretion. Failure to abide by these requirements may result in temporary or permanent cessation of Services provision and/or Account suspension.

**6.3** You are solely responsible for the accuracy, validity, and correctness of all information and documentation you submit to the Kraster Pay. Should there be any error, mistake, update, or change in information or documents you have submitted prior, you are obliged to notify the Kraster Pay immediately.

**6.4** Information and documents, submitted by you to the Kraster Pay are processed according to provisions of our Privacy Policy.

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## 7. User Conduct

**7.1** While visiting, accessing, using the Website and Services, you agree to:

- not violate or assist any third party in violating these Terms and/or any Regulatory Law, which may include but is not limited to international laws, national laws, statutes, regulations, etc.;
- not provide false, inaccurate, incomplete and misleading information to the Kraster Pay;
- not violate intellectual property rights (trademark, copyright, patent, and other intellectual property rights) of the Kraster Pay specified in paragraph 13 of these Terms;
- not use the Website in any way that can damage, disable or overburden the Website, which may include but is not limited to uploading or in any other way, while using the Website, sending viruses, Trojan horses, spyware, adware or any other malicious code; performing DDoS attacks, interfering with or disrupting any network, equipment, or server connected to or used to provide services on the Website;
- not attempt to gain unauthorized access to the Website, other Users' Accounts, computer systems or networks connected to the Website or to extract data from the Website;
- not share your Account and/or password with third parties or use any other person's Account and/or password;
- not impersonate or misrepresent your affiliation with another User, person or entity, nor make other fraudulent, false, deceptive, or misleading representations;
- not violate any laws that apply in your jurisdiction concerning the use of Virtual Currency;
- not violate these Terms and the Regulatory Law in any other way.

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## 8. Account Closing & Suspension

**8.1** You can close your Account at any time at your sole discretion.

**8.2** Before closing your Account, all your assets have to be withdrawn to external wallets.

**8.3** The Kraster Pay reserves the right to suspend your Account in an event:

- we reasonably believe your Account has been compromised, as well as for any other security reasons;
- we reasonably believe your Account is being used by a person with no right and/or authorization to do so;
- you fail to comply with these Terms, the AML Policy and the Privacy Policy, as well as with any other document that construes a part of these Terms;
- you have provided us with any false, incomplete, misleading, inaccurate information;
- you, your Account, your behavior poses regulatory risks to the Kraster Pay;
- we reasonably suspect you of fraud, violating the Regulatory Law;
- other reasons that constitute a violation of these Terms and the Regulatory Law.

**8.4** The Kraster Pay may, but is not obliged to, notify you about the reasons for your Account suspension. Assets from your Account may be blocked, without the right to withdraw.

**8.5** In an event of Account closing or suspension, you will still be liable for all applicable Fees.

**8.6** The Kraster Pay is not liable for any losses suffered due to your Account closure or suspension.

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## 9. Deposits and Withdrawals

**9.1** Before using the Services, you have to deposit units of Virtual Currency to your Account by following Deposit instructions on your Account page. Please carefully read Deposit instructions.

**9.2** You can withdraw units of Virtual Currency at any time at your sole discretion subject to Account transaction limits and temporary or permanent restrictions imposed in course of internal investigation or by law (e.g. court orders).

**9.3** You can withdraw your units of Virtual Currency in any amount, provided there are enough Virtual Currency units to cover the applicable Fees.

**9.4** Each Withdrawal of Virtual Currency is subject to mining fee charged by the respective blockchain network. When sending your transaction to the blockchain, we will try to keep the balance between reasonable fees and speed of processing, however, we reserve the right to determine the exact amount of mining fee to be set in our sole discretion. You can check the exact amount of mining fee charged for the specific transaction by checking the respective blockchain explorer (e.g. <https://www.blockchair.com> for BTC and BCH, <https://etherscan.io> for ETH, etc.).

**9.5** The Kraster Pay shall not be liable for the transfer of your units of Virtual Currency to other wallets. You are solely liable for the accuracy of information, required for carrying out a Withdrawal (i.e. addresses, tags and any other required credentials). The Kraster Pay strongly advises you to always double-check the accuracy of information provided for Withdrawal purposes.

**9.6** You shall always keep in mind that blockchain transactions are irreversible, and therefore, once the transaction has been sent to the blockchain network upon your request (in case of Withdrawals), we cannot reverse it at all.

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## 10. Fees

**10.1** The Platform is operated on an automatically Fee-charging basis for the Services and the Kraster Pay does not issue any invoices. The applicable Fees for any transaction will be displayed to you before executing a given transaction.

**10.2** The Kraster Pay may change the Fee structure at any time (including adding new fees for new Services) and reserves the right to do so in its sole discretion. The Kraster Pay will notify you about any changes in Fee structure. This can be done by posting a notification on the Website or sending you an e-mail (if appropriate).

**10.3** Fees are paid in a Virtual Currency that corresponds to the respective Service.

**10.4** Fees shall be paid at the time of the completion of each transaction.

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## 11. Settlements, Cancellations, and Refunds

**11.1** When depositing, withdrawing, or exchanging units of Virtual Currencies for another Virtual Currency/fiat money, respective assets shall be debited and credited onto your Account.

**11.2** Once your order to exchange Virtual Currency has been completed, it cannot be canceled or reversed. Exchanges are final and there are no refunds for them.

**11.3** The order to exchange Virtual Currency can be canceled by the Kraster Pay in an event of a technical fault of the Platform.

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## 12. Content

**12.1** The Kraster Pay may produce and display content (the "**Content**") on the Website, which includes but is not limited to information, texts, images, video, and audio files.

**12.2** The Content does not constitute any form of investment advice, financial advice, trading advice, or any other sort of advice unless specifically mentioned otherwise and should not be construed as such. The Kraster Pay shall not hold liability for any actions that arise from its Content.

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## 13. Intellectual Property

**13.1** All components, Content of the Website, and the Website as a whole belong to the Kraster Pay and are protected with, including, but not limited to copyright, trademarks, trade secrets. All rights reserved.

**13.2** You must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer or otherwise exploit Content or technology from the Website without Kraster Pay's prior written consent.

**13.3** Violation of any of the intellectual property rights of the Kraster Pay is strictly prohibited.



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## 14. Links to Third-Party Websites

**14.1** The Website may contain links to third-party websites or services that are not owned or controlled by the Kraster Pay.

**14.2** The Kraster Pay has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The Kraster Pay shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

**14.3** For more information, please read these companies' public policies.

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## 15. Confidentiality and Privacy Policy

**15.1** Personal information that you provide to the Kraster Pay, including information provided in accordance with our AML Policy and any information about your use of the Website that the Kraster Pay obtains will be subject to our Privacy Policy.

**15.2** The Kraster Pay may be obliged to disclose your personal information to law enforcement authorities, data protection authorities, financial regulators, financial service providers, governmental authorities and officials, and other authorized persons, as set forth in the Privacy Policy.

**15.3** In an event the Kraster Pay suspects you of violation the AML Policy, we shall report such behavior and disclose relevant personal information to relevant authorities in accordance with the Regulatory Law.

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## 16. Disclaimers and Limitations of Liability

**16.1** For non-performance or improper performance of their obligations under these Terms, the Kraster Pay and you shall be liable in accordance with these Terms and the Regulatory Law.

**16.2** The Website, Content, and Services are provided without any guarantees, conditions, or warranties as to its accuracy, quality, and fit for a particular purpose or need. The Kraster Pay does not guarantee that the Website and Services are error-free, reliable, or will operate without interruption.

**16.3** The Website is provided to you on the "AS-IS" basis.

**16.4** The Kraster Pay does not guarantee that any exchange requests will be accepted, executed, or recorded.

**16.5** The Kraster Pay shall not be liable for the use or inability to use the Website and Services.

**16.6** In no event shall the Kraster Pay, its officers, directors, employees, agents, third-party service providers be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any that may result from (i)



the accuracy, completeness, or content of the Website, (ii) the accuracy, completeness, or content of any websites linked (through hyperlinks, banner advertising or otherwise) to the Website, (iii) the Services found at the Website or any websites linked (through hyperlinks, banner advertising or otherwise) to this Website, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any unauthorized access to or use of Kraster Pay's servers and/or any and all content, personal information, blockchain information or other information and data stored therein, (vii) any interruption or cessation of Services to or from the Website or any websites linked (through hyperlinks, banner advertising or otherwise) to this site, (viii) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from this site or any websites linked (through hyperlinks, banner advertising or otherwise) to this Website, (ix) any loss or damage of any kind incurred as a result of your use of the Website or the Services found at the Website, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not the Kraster Pay is advised of the possibility of such damages, (x) losing access and/or unauthorized access to your Account, (xi) any errors or malfunctions caused by or otherwise related to any wallets used to deposit and withdraw Virtual Currencies, (xii) malfunctions, breakdowns and abandonment of blockchain protocols, (xiii) changes in regulatory approaches or legal actions taken regarding the blockchain technology and Virtual Currency, (xiv) taxation and/or changes in tax system regarding Virtual Currencies, (xv) advancements in cryptography, any technical advancements that may present risks to blockchain protocols, (xvi) unfavorable fluctuations of Virtual Currencies, (xvii) errors in the provision of Services; (xviii) other risks associated with purchasing, holding, and Virtual Currencies, and using the Website and Services.

**16.7** The Kraster Pay shall not be liable for any events that may include but are not limited to civil, criminal, and administrative actions that may arise from you using blockchain and Virtual Currency if such use is forbidden or otherwise limited in your country.

**16.8** The Kraster Pay, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, legal advice or any other sort of advice.

**16.9** To the extent permitted by Regulatory Law, you agree to defend, indemnify, and hold harmless the Kraster Pay from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) your use of and access to the Website and Services; (ii) your violation of any term of these Terms; or, (iii) your violation of the Regulatory Law, including any law, rule, or regulation, or the rights of any third party.

**16.10** In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond your and the Kraster Pay's (the "**Parties**") control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfilment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods, and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system or other similar circumstances that prevent the Parties from the proper fulfilment of their obligations hereunder.

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## 17. Announcements

**17.1** The Kraster Pay may from time to time post official announcements, news, notices, etc. (the "**Announcements**") on the Website. In no event shall the Kraster Pay be liable for any losses arising from you neglecting or ignoring the Announcements.

**17.2** By agreeing to the terms of this Agreement, the user consents to receive email notifications.

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## 18. Regulatory Law and Dispute Resolution

**18.1** Each party is obliged to maintain the confidentiality of all information related to the subject matter of the dispute disclosed during or for the purposes of dispute resolution, except in cases where a regulatory or governmental authority, court or tribunal compels this Party to disclose this information.

**18.2** A Party must not begin legal proceedings in connection with a dispute arising out of or in connection with this Agreement unless an amicable solution having been attempted between the Parties.

**18.3** Disputes and disagreements that may arise in the performance of obligations under this Agreement will be resolved by the Parties by negotiation. If the dispute is not resolved within 1 (one) month after an attempt at an amicable solution between the Parties, the Parties will resolve the dispute through the mediation process.

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## 19. Force Majeure

**19.1** We will not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond our reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment or software, other catastrophe or any other occurrence which is beyond our reasonable control and will not affect the validity and enforceability of any remaining provisions.

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## 20. Final Provisions

**20.1** These Terms shall remain in force until terminated either by you or the Kraster Pay. The Kraster Pay may terminate these Terms at any time at its own discretion without explaining the reasons for this decision.

**20.2** If any questions have not been regulated by these Terms, they shall be regulated under the Regulatory Law.

**20.3** These Terms are a legally binding agreement and together with its other integral parts constitute an entire agreement between you and the Kraster Pay.

**20.4** In an event the Website is available in multiple languages, the English version of the Terms shall prevail.

**20.5** All provisions of these Terms applicable to the Website shall apply to others means of providing Services, unless specifically stated otherwise.

**20.6** Should you have any comments, questions, or complaints, please contact us at **support@krasterpay.io**.