

UAB „Bonum Payments”

TERMS OF SERVICE

Last updated: 30.10.2023

General Terms

Please carefully read these Terms of Service (**'Terms'**) and make sure You fully understand them.

These Terms constitute an agreement between UAB Bonum Payments (referred to as **'Bonum24'**, **'We'**, **'Us'** or **'Our'**) and the User (referred to as **'You'** or **'Your'**). Your access to and use of the Services is subject to Your acceptance of and compliance with these Terms. If You do not agree or fail to adhere to the Terms, You are not entitled to use the Services.

These Terms, together with any specific terms of the Services, the [Privacy and Personal Data Processing Policy](#) and the [Cookies Policy](#) constitute the entire agreement ('Agreement') between the User and Bonum24 and establish the basis on which Bonum24 provides the Services to the User.

Changes to Terms

Bonum24 reserves the right to modify these Terms at any time, without prior notice, at its sole discretion. In case of any changes, Bonum24 will update the "last modified" date at the beginning of the Terms. By continuing to use the Services after the release of updated Terms, the User consents to these changes. Bonum24 encourages You to regularly review this page to stay informed about the current version of the Terms.

Definitions

Capitalized terms used in these Terms shall have the meanings assigned to them, unless the context requires otherwise.

'Account' – any account opened with Bonum24, which allows the User to access the Services;

'Blockchain' – a system in which records of transactions made in Cryptocurrencies are maintained across several computers that are linked in a peer-to-peer network.

'Conversion Rate' – the price or exchange rate of one unit of a given supported Cryptocurrency whereby the price of the offered asset is determined by Bonum24. It is derived from multiple factors, such as direct and indirect asset acquisition cost, market risk to which Bonum24 is exposed to while completing the transaction, and liquidity providers used by Bonum24. The User acknowledges that the Conversion Rate may be subject to change after placing an Order.

'Cryptocurrency' – a digital representation of value that does not possess a legal status of currency or money, that is not issued or guaranteed by a central bank or any other public authority, is not necessarily attached to a currency, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically.

'Fiat Currency' – means the coin and paper money of a country that is designated as legal tender, circulates, and is customarily used and accepted as a medium of exchange in the country of issuance.

'Fiat Payments' – payment method allowing Users to use the Services by using their wire transfer with the fee described on the Website.

‘Bonum24’ – UAB Bonum Payments, a Lithuanian private limited liability company registered under registry code 306153066, with the address Vilnius, Eišiškių Sodų 18-oji g. 11.

‘Know Your Customer or KYC process’ – the process of identifying and verifying the User’s identity and applying other due diligence measures when opening the Account and periodically over time.

‘Know Your Transaction or KYT process’ – the process of conducting transaction monitoring and screening of the transactions.

‘Order’ – a request for the Services;

‘Services’ – services provided by Bonum24 to the Users.

‘Taxes’ – taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever.

‘Terms’ – these Terms and Conditions including all the chapters, as updated from time to time.

‘User’ – anyone who accesses and uses the Services provided by Bonum24.

‘Website’ – website of Bonum24 located at <https://bonum24.eu>.

Description of the Services

The Services enable the User to buy or sell supported Cryptocurrencies against supported Fiat currencies by using Fiat Payments at the current Conversion Rate and exchange Cryptocurrencies against other Cryptocurrencies at the current Conversion Rate. To buy or sell Cryptocurrencies, Bonum24 will issue an invoice to the User, using which, the User can make a payment in the amount specified in the invoice to the Bonum24’s bank account or Cryptocurrency wallet. If the User does not pay the invoice within 10 days from the date of its issuance, the User’s Order will be declined automatically. In a case Bonum24 receives the payment from the User successfully, the transaction will be usually processed within 1 to 3 business days. The bought Cryptocurrencies may only be transferred to a Cryptocurrency wallet held by the User. The Fiat currencies for the sold Cryptocurrencies may only be transferred to the bank account owned by the User.

Bonum24 does not provide any wallet or hold, safeguard, or administer any private keys or other security information or Cryptocurrency for the Users.

Bonum24 is exclusively entitled to decide on functionality, use, subject matter, and the range of the Services, as well as to cease rendering the Services. Bonum24 is exclusively authorized to determine the contents and the nature of the Services, and to freely add, change, or remove particular elements.

The materials presented through the Services may contain technical or contents errors. Bonum24 does not warrant that any of the materials are accurate, complete, or current. Bonum24 may make changes to the materials contained in the Services at any time without notice. Bonum24 does not, however, make any commitment to update the materials.

The use of any new Services of Bonum24, after the User has accepted these Terms, shall be subject to its provisions.

Inaccurate Data

Bonum24 is not responsible for any inaccuracies in the data provided by You. You are obliged to check all the information before submitting it to Bonum24. Blockchain transactions are irreversible and Bonum24 will not be able to reverse any transactions already executed in case You made a mistake in the provided data or instruction.

Blockchain Data

Blockchain transactions are irreversible, and any information stored in the Blockchain will remain publicly viewable and immutable for an indefinite period of time. Your Blockchain address and certain data will be displayed permanently and publicly. You agree to relinquish any right of rectification or to the erasure of personal data, which is not possible on the Blockchain.

Use of third parties

We use third party exchanges and payment systems to settle Your Orders. We are not responsible or liable for any delays or errors caused by these third parties. We are also not responsible for the consequences of any limits set by You or any third-party wallet providers.

Transaction settlements

Transactions are typically settled using Blockchain for sending/receiving Cryptocurrency and online payment systems for sending/receiving Fiat Currency. Bonum24 does not provide its own settlement platform and is not liable for any errors or delays in the functioning of settlement systems.

Limits on Orders

We may impose certain limits on the minimum or maximum number or amount of Orders You can place within a given time. We can set and change these limits at Our sole discretion.

Cancellations and modifications

Once You have placed an Order, it cannot be cancelled or modified by You. All Orders are final and cannot be refunded. You hereby agree that upon delivery, You will not be entitled to any credit or refund, and all purchases and sales of Cryptocurrency are final.

Fees

Bonum24 reserves the right to charge and also not to charge any fees for the usage of the Services. The User agrees to pay Bonum24 the fees for using the Services as set forth, published, amended, and updated from time to time on the [Website](#) at the sole discretion of Bonum24.

Taxes

You are responsible for complying with applicable laws. You agree that Bonum24 is not responsible for determining whether or which laws may apply to Your transactions, including tax law. You are solely responsible for determining whether, and to what extent, any taxes apply to any transactions You conduct using the Services and for withholding, collecting, reporting and remitting the correct amounts of taxes to the appropriate tax authorities.

Risks associated with the Services

Any activity related to Cryptocurrencies carries significant risks. Prior to using the Services, the User should carefully consider such risks.

The User agrees to:

- carefully consider the risks involved in purchasing and holding Cryptocurrencies and acknowledge that Cryptocurrencies may fluctuate in their value;
- acknowledge the uncertain nature of Cryptocurrencies (including, but not limited to, the risk of unknown vulnerabilities or unanticipated changes to the network protocol) and, that Cryptocurrencies are not regulated by any central bank or other government authority, and do not constitute a securities instrument.

If the User is in any doubt as to the actions the User should take, Bonum24 encourages the User to consult with a legal, financial, tax or other professional advisor(s). If any of the risks are unacceptable to the User, the User should not use the Services.

The User acknowledges and agrees that they will access and use the Services at their own risk.

Prohibited use

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

- in any way that violates any applicable national, regional, local or international law or regulation;
- to send, knowingly receive, upload, download, use or re-use any material that does not comply with these Terms;
- to impersonate or attempt to impersonate Bonum24, a Bonum24 employee, another user, or any other person (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website and the Services, or that, as determined by Bonum24, may harm Bonum24 or users of the Website and the Services or expose them to liability.

Account registration and eligibility criteria

The User is required to register an Account to have access to the Services.

You may register an Account only if You:

- are at least 18 years of age;
- have sufficient capacity to enter into legally binding contracts;
- are NOT from or have Your legal place of residence or location in USA, Russia, Belarus or any country that is on the FATF black list;

- are NOT subject to jurisdiction(s) whose law(s) prohibit the person from using the Services;
- satisfy all of Bonum24's due diligence, KYC process and anti-money laundering requirements; and
- have not been previously suspended from using the Services.

An Account may only be used by one person to access and use the Services.

You are solely responsible for maintaining the confidentiality of the information associated with Your Account, including Your password, and for all activity that occurs under Your Account due to failure to keep this information secure and confidential. You agree to promptly notify Bonum24 of any unauthorized use of Your Account or password, or any other security breach.

KYC and KYT process

Bonum24 is obligated to conduct identification verification ('Know Your Customer' or 'KYC') process to comply with all applicable anti-money laundering, sanctions and other relevant statutory requirements. Bonum24 reserves the right to limit the functionality of the Services for Users who have not passed verification. If a User refuses to provide the required documents and information for KYC purposes, Bonum24 reserves the right to immediately terminate the Services provided to the User and/or restrict the User's access to the Services.

Bonum24 is also obligated to conduct a screening and monitoring ('Know Your Transactions' or 'KYT') process on all transactions to comply with all applicable anti-money laundering, sanctions and other relevant statutory requirements. During the KYT process, Bonum24 may carry out verification checks on certain transactions to understand the purpose and nature of the transaction. Performing those checks may increase the time to process the Your transaction. Bonum24 shall not be held responsible for any delays caused by these verification checks. Bonum24 shall not bear any direct or indirect losses or damages resulting from such delays.

The User undertakes to provide Bonum24 with correct and relevant documents and personal information contained therein. If the User provides counterfeit documents and false personal information, such behavior will be interpreted as a fraudulent activity.

The User hereby authorizes Bonum24 to, directly or indirectly (through third parties), make any inquiries as Bonum24 considers necessary to check the relevance and accuracy of the information provided for conducting the KYC and KYT processes.

Termination and suspension

You may terminate Your Agreement with Bonum24 at any time in accordance with applicable law.

Bonum24 reserves the right to immediately suspend Your access to and use of the Services or terminate the Terms in case of, but not limited to:

- a) non-compliance with these Terms;
- b) a requirement from applicable law to which Bonum24 is subject in any jurisdiction;

- c) an order from a court or other governmental authority;
- d) unusual, unauthorized or fraudulent activity in Your Account;
- e) provision of false, misleading, inaccurate, incomplete or outdated information;
- f) any other reasons that Bonum24 deems relevant for termination of the Agreement between You and Bonum24, and suspension or termination of Your Account.

Bonum24 shall have the right to file claims against You or Your legal representative for compensation. Upon termination or suspension on the basis of the aforementioned clauses, You will be denied access to the Services temporarily or permanently.

Bonum24 shall not be liable for damages suffered by the User arising from the suspension of the User's access to and use of the Services or termination of the Agreement in case where the reasons for such actions arise from the User's fault.

Data protection

Please refer to the [Privacy and Personal Data Processing Policy](#) for information about how Bonum24 collects, uses, discloses and dispose information about its Users.

Intellectual property

Unless specified otherwise, all materials made available through the Website and the Services are the property of Bonum24 or the original creator of the material and are protected by copyright, trademark and other applicable laws. Except as stated herein, none of the materials may be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. You may view, print and/or download a copy of the materials from the Website on any single computer solely for Your personal, informational and/or non-commercial use, provided that You comply with all copyright and other proprietary notices. This permission terminates immediately if You breach these Terms. Warranties.

Bonum24 makes significant efforts to guarantee the highest quality of its operations to ensure accessibility and continuity of Services in accordance with their use and purpose. However, no long-distance data transmission guarantees 100% security, continuity, and accessibility of the Services.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BONUM24 MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, BONUM24 DOES NOT WARRANT THAT:

- (1) THE INFORMATION ON THE WEBSITE AND THE SERVICES IS CORRECT, ACCURATE OR RELIABLE;
- (2) THE FUNCTIONS CONTAINED ON THE WEBSITE AND THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR

(3) DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE AND THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE USER ACKNOWLEDGES THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF THE USE OF THE WEBSITE AND THE SERVICES RESTS ENTIRELY WITH THE USER.

Limited liability

UNDER NO CIRCUMSTANCES SHALL BONUM24 OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES, THE WEBSITE, ANY OF THE MATERIALS OBTAINED FROM THE USER'S USE OF THE WEBSITE AND THE SERVICES, INCLUDING VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE OR THE SERVICES, EVEN IF BONUM24 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FOR THE AVOIDANCE OF DOUBT, WE BEAR NO RESPONSIBILITY FOR THIRD-PARTY TRANSACTIONS, AND ANY CLAIMS REGARDING SUCH THIRD-PARTY TRANSACTIONS SHALL BE DIRECTED TO THE RELEVANT THIRD PARTY ONLY.

Cap on Liability

In no event shall Bonum24's or any of its predecessors', successors' parents', subsidiaries', affiliates', officers', directors', shareholders', investors', employees', agents', representatives' and attorneys' and their respective heirs', successors' and assigns' total liability to You for all damages, losses, and causes of action whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the amount You have paid Bonum24 for use of the Services.

Exceptions

The limitations set above will not apply to damages caused by the gross negligence, fraud, or willful misconduct of Bonum24, any of its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, attorneys and their respective heirs, successors and assigns or to the extent such limitations are precluded by applicable law (in which case the liability will be increased to the minimum amount required to comply with such law).

Some jurisdictions may not allow the exclusion of implied warranties in which case some of the above exclusions may not apply to all Users.

Indemnity

The User agrees to indemnify Bonum24, predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, attorneys and their respective heirs, successors and assigns against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages incurred due to (i) the

User's use (or misuse) of the Services, (ii) the User's violation of these Terms, or (iii) the User's violation of other policies, guidelines or instructions of Bonum24, or (iv) the User's violation of any applicable law, regulation, or rights of any third party during the User's use (or misuse) of the Services.

Severability

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire agreement

These Terms, together with any specific terms of the Services, the [Privacy and Personal Data Processing Policy](#) and the [Cookies Policy](#) constitute the entire agreement between Bonum24 and the User and supersede any other agreement, representations (or misrepresentations), or understandings, however communicated.

Assignment

These Terms are personal to the User, and the User cannot transfer or assign the User's Account, rights, licenses and/or obligations to anyone else without Bonum24's prior written consent. We may transfer or assign Our rights, licenses and / or our obligations at any time, including as part of a merger, acquisition, or other corporate reorganization involving any Bonum24 affiliate or group company, provided that this transfer or assignment does not have an adverse material impact on the quality of the Services received by the User.

Waiver of rights

The failure of Bonum24 to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Bonum24. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Governing language

Some of the materials made available through the Website or the Services may be available in multiple languages. In case of any conflict between different language versions of such content or any omission in any language version thereof, the English language version of such content shall prevail.

Notices

The User agrees that any notices or other communications provided by Bonum24 under these Terms, including those regarding modifications to these Terms and to security breaches, will be given: (i) via email address tied to the User's Account; or (ii) by posting to the Website. For notices made via e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

The User is responsible for keeping the User's contact information (incl. email address) up to date.

Complaints resolution

In the event of an infringement of Your rights with respect to the Services, please send a complaint via the contact form available on the Website or via email at info@bonum24.eu. The User has to submit the complaint to Bonum24 no later than within three months after the day when the User became aware or ought to have become aware of an infringement of their rights or lawful interests. All complaints will be examined, and the User will be contacted as soon as possible, but not later than within 14 days.

User's right to turn to the State Consumer Rights Protection Authority

In a case where Bonum24 has refused to resolve the User's complaint, or the User does not agree with the solution offered by Bonum24 and considers that the User's rights have been violated or the User's interests have been harmed, the User may lodge a complaint with the [State Consumer Rights Protection Authority of Republic of Lithuania](#).

Applicable legislation and disputes resolution

The legislation of the Republic of Lithuania shall be applied to the Terms. Any court action between Bonum24 and the User shall be resolved in the Vilnius District Court which has exclusive jurisdiction for resolving disputes arising under the Terms.

Contact information

If You have any questions with respect to the Terms, the Agreement, the Website or the Services please contact Bonum24 via the contact form available on the Website or via email at info@bonum24.eu, and a member of the Bonum24 Support team will be happy to help You.