**User registration agreement**

These Terms of Use, including the Schedules, govern your use of the Services provided by BlankBlock. Please read these Terms of Use carefully as they constitute the legal relationship between you and us.

In addition to the Terms of Use, the following Additional Documents also apply to your use of the Platform and Services and should be read together with these Terms of Use:

[-Privacy Policies](https://www.ipaylinks.com/en/privacyClause.html" \t "https://mp.ipaylinks.com/" \l "/agreement/_blank)

These Terms of Use and the Additional Documents may be supplemented or amended from time to time, and we will notify you in advance in accordance with Applicable Law and the Terms of Use. You can always see the most current version of these documents on our website at <https://www.blancblock.com/> (“Website” or “Platform”). You are also advised to print or download and keep a copy of the Terms of Use for future reference.

BY REGISTERING TO USE ANY OF OUR SERVICES THROUGH OUR WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE (AS MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME), WHICH ARE MADE AVAILABLE TO YOU ONLINE VIA OUR WEBSITE. BY CLICKING THE BUTTON “CREATE ACCOUNT” OR SIMILAR BUTTON, REGISTERING, ACCESSING OR USING THE SERVICES (COLLECTIVELY, “INDICATED CONSENT”), YOU ENTER INTO A LEGALLY BINDING AGREEMENT WITH BLANKBLOCK AND YOU AGREE TO ACCEPT THESE TERMS OF USE. PLEASE DO NOT USE ANY OF OUR SERVICES IF YOU DO NOT ACCEPT THESE TERMS OF USE (OR ANY SUPPLEMENTS OR AMENDMENTS TO THESE TERMS OF USE).

**Last Updated: 15 April 2023**

**Article 1 Overview**

**1.1 About us**

The Service is rendered by a company operating under the business name BlankBlock Polish Limited Liability Company, with its registered office in Poland, address: street HOZA,No.86,Apt./Room 210,municipality WARSAW,post code 00-682,post office WARSAW, entered into the register of entrepreneurs kept by the National Court Register with KRS no. 0001018581, NIP 7011129965, hereinafter referred to as the “BlankBlock” or “We” or "Us". We may provide you the Services directly or through one of our Service Providers.

**1.2 The Services**

In order to use any of the Services, you will need to first create a user account (“Customer Account”) and be accepted by us as a customer in accordance with these Terms of Use.Once you are accepted by us as a customer and have created a Customer Account, you may access the following Services by logging onto the Platform using your Customer Account:

a) Platform Service – view and manage your activity via the Platform, such as access report on balances and transactions on your Account;

b) Digital Currency Exchange Service –exchange your relevant digital currency to fiat currency,or exchange your relevant fiat currency to digital currency according to your instruction; and

c) Others – other Services which we may make available from time to time.

**1.3 Your relationship with us**

We act as a service provider to you under these Terms of Use. We are not your trustee. No entity other than the registered user of the Account has any rights in relation to the currency held for you. Our obligation under these Terms of Use is limited to providing you with the Services.

**1.4 Restrictions**

We may place interim or permanent restrictions on your use of all or any part of the Services depending on certain Applicable Law, your country of residence, identity verification checks and other factors used by us to determine such restrictions from time to time at our sole discretion. BlankBlock strictly prohibits using the Services while impersonating any entity or falsely claiming an affiliation with any entity.

**1.5 Eligibility**

Only an entity engaging in commercial activity may apply to use the Services. Unless we agree otherwise, you can only have one Account. You may not link more than one email under the same Account, otherwise, you shall be fully responsible for all the losses caused. If we discover that you have more than one Customer Account without our explicit agreement, we may, at our discretion, merge or close any duplicate accounts, or terminate our Services to you. You confirm you are acting on your own account, not on behalf of any other entity. We will deem any use of the Customer Account and associated accounts, including send wallet address, initiate exchange instructions, and bind bank account, to have been carried out by you as the principal.

**1.6 Customer Account**

To start using our Services, you must first register with us and complete our Know Your Customer/Customer Due Diligence (“KYC/CDD “) process online via the Platform. After you complete the KYC/CDD process to our satisfaction, a Customer Account will be created based on the information you provide. Depending on the types of entity you register for, you may be asked to provide additional information or documents or to accept additional or supplementary terms and conditions covering such Services. If there are any changes in your business activities, ownership and management structure, contact information or other information relating to your Customer Account, you must update any such change in a timely manner via the Platform.

You are solely responsible for ensuring that the information recorded on your Customer Account is complete, accurate and up to date. We may ask you to confirm and/or provide evidence or proof (including certified or notarized copies) as to the accuracy of your information. You agree to comply promptly with all requests for information that we make for the purpose of meeting our operational and legal requirements to carry out KYC/CDD in relation to you (including providing personal information about your directors and beneficial owners). You warrant that any information so supplied shall be authentic, accurate and lawfully disclosed to us. You acknowledge that we may make such enquiries with you or third parties as we consider appropriate to assess your creditworthiness, to protect against fraud and misuse of the system and to fulfil our statutory and regulatory obligations and you authorised us to make such enquiries. If false or inaccurate information is provided, or if we suspect any suspicious activity or unlawful activity such as fraud or if fraud is identified, this will be recorded and we may lodge relevant reports to the law enforcement agencies such as the police, any regulatory authority including fraud prevention agencies or take other action where necessary. Law enforcement agencies or other relevant authorities may access and use any information you have provided to us.Under the aforementioned circumstances, we also have the right to immediately cancel the transaction and return the received funds in the original way; If any loss is caused to us, you also need to bear the liability for compensation.

To complete your Customer Account and start using our Services, you will be asked to link at least one bank account to your Customer Account. Your Customer Account will be used to receive exchange funds from us and must be part of the SWIFT network.You can change your Customer Account by updating your customer information, any such change will take effect three (3) Business Days after we receive your authorization under the applicable legal framework of this change by email and successfully verify your update request. We will not be liable for any delays in receipt of funds or errors in the Customer Account caused by third parties, including but not limited to delays or errors by the Service Provider or your bank.

**Article 2 SECURITY**

**2.1 Security**

It is your responsibility to ensure that the Platform, the Services (including the Account) is only accessed by you or your Authorised Users and that you and your Authorised Users shall keep your login details, access methods, security measures, passwords, account credentials, equipment used to access the Services and all other security features associated with your access to the Services safe and secure. Such measures may include deleting any communication which sets out login details or security measures and not keeping any written record of the login details or security measures.

**2.2 Notification of breach**

If you have any knowledge or any suspicion that your Customer Account may be compromised or any of the security features associated with your access to the Website have been stolen, misappropriated, improperly disclosed to a third party or used without authorization, you must contact Customer Support immediately. Any undue delay in notifying us may affect the security of your Customer Account, or access to the Platform.We will not be responsible for any losses in such circumstances.

**2.3 Suspension – security breach**

We may suspend your access to the Account, your use or the Services or otherwise restrict their functionality, in our sole discretion, on grounds relating to the security of your Account or any of its security features or if we suspect that an unauthorized or fraudulent use of your Account or the Services has occurred or that any applicable security features have been compromised. We will lift the suspension and/or the restriction as soon as practicable after the circumstances for the suspension and/or restriction have ceased to exist.

**2.4 Customer Support**

You may report incidents requiring our help by contacting Customer Support by sending an email. We will use all reasonable endeavour to resolve any incidents or problems relating to the Services as soon as is reasonably possible. We will have no obligation under these Terms of Use to provide support services in respect of any fault or error caused by a) the improper use of the Platform; or b) use of the Platform otherwise than in accordance with these Terms of Use.

**Article 3 FEES and taxes**

**3.1 Fees**

The Services may be subject to service, currency exchange and other fees. All price and fees are set forth in the Platform unless they have been separately advised and agreed with you (the “Fees"). We may adjust the Fees, or introduce new Fees upon prior notice to you to the extent and in the manner permitted by Applicable Law. You agree to pay all Fees and your continued use of the Services indicates your continued acceptance of the Fees. If you are unclear as to any applicable Fee, you should contact our Customer Support. The Fees are incorporated herein by reference and form part of these Terms of Use.

**3.2 Payment of Fees**

Unless otherwise specified for a particular Service, Fees for a Transaction will be charged when the Transaction is executed. The Fees will either be deducted from the payment amount to you, or from the balance of your Account. If the payment amount or the balance in your Account is insufficient to cover the Transaction Fees, we may refuse to execute the payment. All other Fees (e.g. recurring inactivity fee) will be debited from your Account. You authorize BlankBlock to directly debit from your Account or from your payment amount our Fees.

**3.3 Taxes**

You are solely responsible for any Taxes imposed by any tax authorities arising from the use of the Services. All Fees are stated exclusive of all Taxes and similar fiscal charges now in force or enacted in the future, all of which you will be responsible for and must pay in full.

**Article 4 DATA protection**

**4.1 Privacy Protection**

By asking us to provide you with the Services, you will be providing us with identify information which includes Personal Data such as ID document of your directors,authorized signatories,authorized transaction personnel,and ultimate beneficiaries holding 25% or more equity. We will collect, use, disclose, and manage the Personal Data and Transaction information and records provided to a) conduct CDD/KYC and other checks as part of our process of accepting you as our customer; b)comply with any requirements under Applicable Law,or if applicable, requirements of our Service Providers to which we are subject from time to time; c) determine how best to provide the Services and our risks in doing so; d) prevent money laundering, terrorism financing, fraud or financial crime; and e) send you notifications in the Platform or by email that will inform you about new product features and promotions. By accepting these Terms of Use, you also agree to the terms of our Privacy Policy. You should print and keep a copy of the Privacy Policy together with these Terms of Use. We will use Personal Data provided only for the purposes of exercising our rights and performing our obligations under these Terms of Use and in accordance with our Privacy Policy.

**4.2 Consent**

If you give us Personal Data about someone else, including your Authorised Users, your director and ultimate beneficial owner(s), your customers, employees and contractors, payers and payees, you undertake that we may rely on you to obtain such other persons' consent for disclosing their Personal Data to us which we will use in accordance with the terms of these Terms of Use. In particular, you acknowledge that we may send Personal Data and Transaction details (such as account details, etc) in relation to your payee bank, regulatory authorities or Service Provider involved in the Transaction to comply with requirements under Applicable Law and any other legal, regulatory or contractual obligations binding on us.

**4.3 Data Protection and Retention**

We will take commercially reasonable endeavor to ensure that the Personal Data and Transaction details disclosed to us is protected against misuse and loss, or unauthorized access, modification or disclosure. You acknowledge that we may retain Personal Data disclosed to us and your records of Transactions for a period of up to five (5) years after termination of your Account or such other period of time as may be required in accordance with Applicable Law and internal compliance requirements.

**4.4 Third Party Verification**

We are required by Applicable Law to conduct KYC/CDD on all our customers in connection with our customers’ use of the Services. As part of the KYC/CDD process, we may make, directly or using a third party, any inquiries we believe are necessary to verify information you provide to us, including checking commercial databases or credit reports. We may keep records of such KYC/CDD checks in accordance with Applicable Law.

**Article 5 LIABILITY, INDEMNITY AND DISCLAIMERS**

**5.1 Liabilities**

Nothing in this Agreement excludes or limits either Party’s liability where it would be unlawful to do so. This includes a Party’s liability for: a) death or personal injury resulting from its negligence; b) fraud or fraudulent misrepresentation; or c) all sums properly due and payment under this Agreement.

**5.2 Direct Losses**

Direct Losses will be recoverable under this Agreement.To the fullest extent permitted by law, neither Party will be liable for any indirect or consequential losses.

**5.3 Exclusions**

Notwithstanding anything contained in these Terms of Use, we shall not be liable for: a) any disruption or impairment of our Services or for disruptions or impairments of services of our Service Providers on which we rely for the performance of our obligations, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the Services Providers affected; b) any system suspension which we have announced in advance; c) any losses arising from our compliance with requirements under Applicable Law; and d) any disputes between you and Digital Currency Exchange or your bank.

**5.4 Aggregate Liability**

Our total aggregate liability to you for all claims arising out of or in connection with this Agreement will not exceed the total amount of Fees received by us during the one (1) year period preceding the date of the first event giving rise to a claim upon which liability is based.

**5.5 Your indemnity**

You will indemnify us and our Affiliates and all persons who work for us or who are authorised to act on our behalf from any claim on demand against all Direct Losses made or incurred due to or arising out of: a) your breach of these Terms of Use (including any supplements to these Terms of Use) and Additional Documents, failure to comply with Applicable Law or or the rights of a third party; b) your use or misuse of our Services; c) a third party alleging that our use of the Personal Data provided by you infringes any of such third party’s rights; d) any of your Transactions, including us acting on any of your instructions which we reasonably believe to have been made by you or your Authorised User; e) any dispute between you and Digital Currency Exchange or your bank; or f) the closure or cancellation of all or any part of a Transaction before its execution date, including if we have to do so due to you failing to provide adequate funds for the Transaction. In addition to the above, if you have a past due amount owed to us or any of our Affiliates under the Terms of Use or any other agreement, and there is insufficient balance in your Account to pay for the amount past due, we may, or may instruct our Service Provider to, deduct the amounts owed by from your settlement amount.

**5.6 Disclaimers and Acknowledgement**

You acknowledge that the Services and the Platform are provided on an “as is” basis without any warranties of any kind. We disclaim all warranties, either express or implied, including warranties of merchant-ability and fitness for a particular purpose. While we will use its commercially reasonable efforts to provide the Services without interruption, you acknowledge that the Services is a computer network based service which may be subject to outages and delay occurrences. As such, we do not guarantee continuous or uninterrupted access to the Services, and we shall not be liable for any delay in the failure in our provision of the Services under these Terms of Use. You acknowledge that your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will make reasonable efforts to ensure that Transactions are processed in a timely manner, but will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the Services. You use the Platform and the Services at your own risk.

**Article 6 OUR AGREEMENT WITH YOU**

**6.1 Our Acceptance of You as a Customer**

Our obligations under these Terms of Use are conditional upon our acceptance of you as a customer which is at our sole discretion. We reserve the right to decline to provide part or all of the Services or create a Customer Account for you without specifying a reason. You acknowledge that all regulatory requirements need to be met before any Services will be (or will continue to be) provided by us. Before we agree to provide Services to you and at all times during the term of this Agreement, you agree to cooperate with us and provide any information and documents and do all such acts we require a) by Applicable Law or according to our internal policies; b) to comply with requests of local and foreign regulatory, governmental, and law enforcement authorities; c) to check your identity; and (d) to explain the reasons for the (intended) use of a Service, the origin of funds used for a Service. If we request you to provide additional information in accordance with Applicable Law, you will promptly provide any such information requested, at the latest within three (3) Business Days of receiving the request from us. Failure to provide such requested information may result in us denying your use of some or all of the Services. For clarity, you will not be entitled to receive any Service until you have successfully registered with us and created a Customer Account and accepted the Terms of Use for the applicable Service.

**6.2 Your Undertakings, Representations and Warranties**

You represent, warrant, and covenant to us at all times that a) you will, and you will procure your Authorised Users, agents and employees will, comply with these Terms of Use and all Applicable Law regarding your use of the Platform, the Services and Personal Information you provide us; b) you are compliant at all times with all Applicable Law in all jurisdictions in which you operate or carry on your business; c) you will and will procure that all Authorised Users, agents and employees use the Platform and the Services only for lawful purposes and you will and will procure that all Authorised Users, agents and employees will not use the Services directly or indirectly for any fraudulent or illegal undertaking; d) you are legally able and have full power and authority to enter into and comply with these Terms of Use; e) you hold all required licences, registrations and permissions to carry out your business; f) all information supplied to us by you is complete, accurate, up to date, and truthful in all material respects; g) at all times you will use the Services in accordance with such operating processes and procedures as we may prescribe from time to time and will only use the Services in a manner consistent with the Terms of Use and any applicable Laws. As applicable, this may include compliance with domestic and international laws related to the use or provision of the services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Applicable Laws relevant to Transactions; and h) you will comply in all respect with all Sanctions. You undertake that you are not, and will procure that none of your directors, officers, agents, employees or persons acting on behalf of the foregoing is, a Restricted Person and do not act directly or indirectly on behalf of a Restricted Person. You must, to the extent permitted by law, promptly upon becoming aware of them supply to us details of any claim, action, suit, proceedings or investigation against you or the persons listed above with respect to Sanctions by any Sanctions Authority.

**6.3 Taxes**

You are solely responsible for reporting to all applicable government tax authorities all payments received or processed by us for you and for the payment of any applicable Taxes that apply to such payments, as well as any other applicable reporting requirements. We do not assume any responsibility for any tax reporting or filing obligations. You warrant and undertake that you: a) have a permanent establishment and/or business registration in the country referenced as your address; b) will abide by all relevant accounting principles as they apply to you; c) pay all relevant taxes as required by Applicable Law; and d) will comply to the extent applicable, with all Network Rules as in force from time to time and will execute all such documents as required by us in order to ensure compliance with the Network Rules or any Applicable Law. You further agree to provide us with evidence of compliance with this warranty and undertaking on request by us, including the business registration as the case may be.

**6.4 Anti-Money Laundering and Countering Terrorism Financing Measures / Regulatory Reporting/Investigations**

We are required under Applicable Law to review Transactions in relation to Funds received or processed for you. We may also be requested by our Service Providers to investigate the transaction we received or processed for you. You undertake and agree that you will promptly, and in any event within three (3) Business Days of receiving our request, disclose or provide information related to each payment processed for you in connection with the Services, or other information as required by us, or any persons acting on our behalf, from time to time for our compliance with Applicable Law. If the information required by us is not satisfactorily provided within such time period, we may not undertake any Transactions on your behalf, or continue business relations with you. We may also be required to disclose any information you have provided to us to relevant authorities, including Sanction Authorities. You agree to comply with Applicable Law and Sanctions relating to anti-money laundering or counter-terrorism financing measures. Neither we, nor any of our Affiliates, or any agents acting on our behalf would be liable for any loss arising out of any action taken, or any delays or failure by us in carrying out our relevant obligations under Applicable Law.

**6.5 Records Retention**

With respect to any Transaction, you acknowledge and agree that we are required under Applicable Law to retain records and information related to any transaction for a period of at least five (5) years from the date such transaction was concluded, or for such longer period as may be required by Applicable Law. In this regard, you agree and acknowledge that you shall also retain and not delete transaction records or otherwise circumvent (or attempt to circumvent) your obligations under this Section 6.5. Further, except as required by Applicable Law, after termination of these Terms of Use, BlankBlock shall not be obliged to store, retain, report or provide records of Transactions associated with your Account, or otherwise provide any records, documents or copies of information submitted by you through your use of the Services. You shall be fully responsible for retaining such records, documents and copies of information in a durable medium by them printing out.

**Article 7 TERM AND TERMINATION**

**7. 1Term**

These Terms of Use are made effective as of the date that you click on the “create account” button (or similar button) in the signup page on the Website and accept these Terms of Use or on the date that you begin using the Services (whichever are earlier). These Terms of Use will continue be in effect until they are terminated pursuant to this Section 7.

**7.2 Suspension for Cause**

We may, in our sole discretion, immediately suspend or terminate your use of any one or all of the Services at any time, including access to funds, if any of the following events (“Suspension Events”) occurs. Grounds of suspension include: a) your violation of these Terms of Use and where the breach is capable of remedy, you have not remedied the breach within fifteen (15) days of our notice to you ; b) your provision of any false, incomplete, inaccurate, or misleading information; c) we have reason to believe that you is engaged in fraudulent, money laundering, terrorism financing or illegal activity; d) we reasonably believe that your Account has been compromised or for other security reasons; e) if we are required to do so under any Applicable Law, or at the direction of any regulatory, law enforcement or other competent authority; f) your Account has become inactive; g) as otherwise provided in these Terms of Use; h) we reasonably believe you may cause us to breach Applicable Law or may expose us or our Affiliates to risks which are unacceptable to us; i) a financial regulator, regulatory or government agency, or law enforcement agency posts a warning with regard to you or us; j) any governmental, regulatory, or judicial authority directs or requests us or you to suspend or terminate the Terms of Use; or k) a banking partner of ours or yours requests that we or you terminate the Terms of Use. We shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension, unless we are prohibited by Applicable Law to notify you. If we suspect or know that you are using or have used the Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you and Transactions made through your use of the Services.

**7.3 Termination for Cause**

Notwithstanding our rights under Applicable Law to declare the legal relationship between us (including these Terms of Use) null and void, we may immediately terminate your use of one or all of the Services at any time if a) your use of any such one or all of the Services remains suspended by us for a consecutive period of two (2) months following the occurrence of any Suspension Event; or b) your violation of these Terms of Use and you have not rectified the violation within two (2) months of our notice to you.

**7.4 Termination by Notice Without Cause**

You may terminate these Terms of Use (including any Services supplement) and the provision and use of the Services, at any time immediately by giving us a one (1) month written notice. We may terminate these Terms of Use (including any Services supplement) and the provision and use of any one or all of the Services, at any time immediately by giving you a two (2) months written notice.

**7.5 Effect of Termination**

Upon any termination of these Terms of Use: a) you will immediately cease all use of the Platform; and b) all outstanding Fees will immediately become due and payable. For the avoidance of doubt, termination by either Party shall not affect any Transaction previously entered into and shall not relieve either Party of any outstanding obligations arising out of these Terms of Use, including our right to make deductions for any outstanding or unpaid amounts owed by you.

**Article 8 CONFIDENTIALITY AND PUBLICITY**

**8.1 Confidentiality**

The Parties acknowledge that in their performance of their duties under these Terms of Use, either Party may communicate to the other (or its representatives) certain Confidential Information. As a condition to the receipt of the Confidential Information from the disclosing Party, the receiving Party shall: a) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing Party’s Confidential Information; b) not use the disclosing Party’s Confidential Information in any fashion except to perform its duties under these Terms of Use or with the disclosing Party’s express prior written consent; c) disclose the disclosing Party’s Confidential Information, in whole or in part, only to employees and agents who need to have access to the Confidential Information for the receiving Party’s internal business purposes; d) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in these Terms of Use; and e) take all necessary precautions to protect the confidentiality of the Confidential Information received and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

**8.2 Publicity**

You grant BlankBlock permissions to use your name and logo in our marketing materials including, but not limited to use on the Website, in customer listings, in interviews and in press releases.

**Article 9 INTELLECTUAL PROPERTY**

**9.1 License Grant**

BlankBlock own all Intellectual Property Rights in the Platform and our proprietary technology, including our software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), network designs, know-how, and trade secrets, and including any modifications, improvements, and derivative work thereof (the “BlankBlock Technology”). If you are using our software such as an API, developer's toolkit or other software application (the “Software”) that you have downloaded to your computer, device, or other platform to access the Platform, then BlankBlock grants you a revocable, non-exclusive, non-transferable, royalty-free limited license to use the Software in accordance with the documentation made available by us for purposes of using the Services. This license grant includes the Software and all updates, upgrades, new versions and replacement software for your use in connection with the Services. You may not rent, lease or otherwise transfer your rights in the Software to a third party. You must comply with the implementation and use requirements contained in all of our documentation accompanying the Software. If you do not comply with our instructions, implementation and use requirements you will be liable for all resulting damages suffered by us and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the BlankBlock Technology, including the Software. Upon expiration or termination of these Terms of Use, you will immediately cease all use of any BlankBlock Technology, including the Software. Other than the express licenses granted by these Terms of Use, BlankBlock grants no right or license to you by implication, estoppel or otherwise to the Services or any of our Intellectual Property Rights. Each Party shall retain all ownership rights, title, and interest in and to its own products and services and all Intellectual Property Rights therein, subject only to the rights and licenses specifically granted in these Terms of Use.

**Article 10 MISCELLANEOUS**

**10.1 Force majeure**

Neither Party is liable to the other for any failure to perform its obligations under these Terms of Use to the extent caused by Force Majeure, provided that the affected Party: a) immediately notifies the other Party and provides full information about the Force Majeure; b) uses best endeavour to overcome the Force Majeure; and c) continues to perform its obligations as far as practicable.

**10.2 Amendments**

We reserve the right to amend these Terms of Use by giving you no less than two (2) months’ prior written notice and sending or making available to you revised Terms of Use. Such amendments will become effective on the date specified in the written notice, and unless otherwise stated by us in the notice, an amendment will not affect any legal rights or obligations which may have already arisen prior to the date specified in the notice.

You will be deemed to have consented to the amendments unless you explicitly dissent before the effective date of such amendments. In case you do not agree to the amendments, you may terminate these Terms of Use without any extra cost at any time before the effective date of the change. In our notification to you, we shall specifically inform you about your right to dissent, the effective date, and your option to terminate these Terms of Use.

Your use of our Services after we provide any such notice constitute your acceptance of the modified Terms of Use. The two (2) month notice period will not apply where: the amendments a) relates to interest rate or exchange rates and, in our reasonable opinion, is more favourable to you; or b) relates to the addition of a new service or extra functionality to the existing Services. In such instances, the amendment will be made and shall be effective immediately upon written notice to you.

Further, you will not be entitled to object to, and shall not have the rights set out in this Clause 10.2 for any amendment, which we implement in order to comply with Applicable Law or requirements of systems or schemes (if applicable). For such amendments, shorter notice periods may be imposed.

**10.3 Assignment**

Your use of the Services is to your company and you may not assign any rights under these Terms of Use to any third party nor grant any third party a legal or equitable interest in connection with your use of the Services. You may not delegate, in whole or in part, these Terms of Use to any person or entity. To the greatest extent permitted by Applicable Law, we have the right to assign these Terms of Use (including all of our rights, titles, benefits, interests, and obligations and duties in these Terms of Use) to any of our Affiliates and to any successor in interest. We may delegate certain of our rights and responsibilities under these Terms of Use to our Affiliates, Service Providers or other third parties to the extent permitted by Applicable Law and regulatory authorities (as required).

**10.4 Entire Agreement; Binding Effect**

These Terms of Use set forth the entire agreement and understanding between you and BlankBlock in respect to your use of our Services, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any Party. This Section 10.4 does not prevent the Parties from entering into further agreements for additional services provided for by BlankBlock.

**10.5 Survival**

You remain liable under these Terms of Use in respect to all charges and other amounts incurred through the use of the Services at any time, irrespective of termination of these Terms of Use. All representations, covenants and warranties shall survive the execution of these Terms of Use, and all terms that by their nature are continuing shall survive the termination or expiration of these Terms of Use.

**10.6 Waiver**

No failure or delay by a Party to exercise any right or remedy provided under these Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**10.7 Severance**

If any provision of these Terms of Use is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted.

**10.8 Right of third Parties**

A person who is not a party to these Terms of Use has no rights to enforce any term of these Terms of Use, save that where any obligations is owed by you to BlankBlock or any of our Affiliates, each of such Affiliate may enforce the terms of these Terms of Use against you. No person other than the registered user of the Account shall have any rights under these Terms of Use.

**10.9 Services Providers**

You acknowledge that the Service Providers, including the banks engaged by BlankBlock and our Affiliates in support of the Services, are not a party to these Terms of Use, and you have no right to claim against them. You must not directly communicate with Service Providers. Any direct contact with a Service Provider may result in the immediate termination of your use of the Services.

**10.10 Governing law & Disputes**

These Terms of Use shall be governed by Polish law. In the event of any dispute or claim arising from or in connection with these Terms of Use or your use of the Services, the Parties shall resolve such dispute or claim through amicable negotiations. If such dispute or claim is still not resolved the dispute shall be settled by a court competent for the registered office of BlankBlock.

**10.11 Language Version**

These Terms of Use have been prepared in English. In the event of any inconsistency between the original English version and any translation, the English version shall govern.