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# User Agreement for PAYEER Services

## 1. PREAMBLE

1.1. This User Agreement for PAYEER Services (hereinafter – the “Agreement”) is a contract between the Client (referred to as “You”) on one side and PAYCORP LIMITED, a Vanuatu company having its registered office at Suite T19, 1st Floor, Tana Russet Plaza, Kumul Highway, Port Vila, Efate, Republic of Vanuatu and Fincana Osaühing a Estonian company having its registered office at Estonia, Harju maakond, Tallinn, Mustamäe linnaosa, Ehitajate tee 110 on the other side, referred to as “we”, or “us”.

## 2. ABOUT PAYEER

2.1. PAYEER is a trading name of PAYCORP LIMITED and Fincana Osaühing.

2.2. PAYEER is an electronic wallet service that allows you to keep and exchange virtual currencies, accept payments, transfer money, pay for various services.

2.3. PAYEER support next virtual currencies: Payeer USD, Payeer EUR, Payeer RUB, Payeer BTC, Payeer ETH, Payeer LTC, Payeer BCH, Payeer USDT.

2.4. Financial services provided in the territory of jurisdiction Fincana Limited, authorized and regulated by Ministry of Economic Affairs and Communications (MEAC), License #FVT000136 from 17.09.2020 and Paycorp Limited, Financial Services Commission (VFSC) License #15068 from 19.06.2020 under Financial Dealers Licensing Act.

### 3. SCOPE OF THIS AGREEMENT

3.1. This Agreement governs your use of all PAYEER Services, the opening, use and closure of your PAYEER Account and other related payment services as referred to herein. Together with our AML / KYC and Privacy Policy and any other terms and conditions referred to in this Agreement, they constitute the agreement between you and us.

3.2. For the use of additional services you may have to accept additional terms and conditions as notified to you when you are ordering or using such services.

3.3. Before you can use any PAYEER Services you are required to:

- 3.3.1. Read this Agreement and tick the box confirming that you accept all of the terms and conditions contained in this Agreement and the agreements on the “User Agreements” page including “Liability of the Customer”, “Other provisions”, “Order of interaction in a controversial and extreme situations”, “Other provisions and risks related to force majeure”, “Annex N°1 to the public offer for access to PAYEER System services”, “Return policy”, “How to close an account”;
- 3.3.2. Provide us with such information, documentation, and photographs and as we may reasonably request to comply with our regulatory obligations and in accordance with our AML / KYC policy.

### 4. OPENING OF ACCOUNT

4.1. Your PAYEER Account is an e-wallet which enables you to send and receive payments.

4.2. In order to use our services you must first open a PAYEER Account by registering your details on our Website and provide required documents and information prompted.

4.3. If you are an individual, you must be 14 years or older to use our services and by opening a PAYEER Account you declare that you are 14 years or older.

4.4. You may only open a PAYEER Account if it is legal to do so in your country of residence. By opening a PAYEER Account you represent and warrant to us that your opening of a PAYEER Account does not violate any laws or regulations applicable to you. You shall pay us the amount of any losses we incur in connection with your breach of this section.

4.5. We are required by law to carry out all necessary security and customer due diligence checks on you (including any parties involved in your transaction for example, your recipient) in order to provide any PAYEER Services to you. You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. You authorise us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your PAYEER Account with us or in the event of a dispute relating to this Agreement and activity under your PAYEER Account.

4.6. All information you provide to us must be complete, accurate and truthful at all times. You must update this information whenever it changes. We cannot be responsible for any financial loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents.

## 5. CLOSURE OF ACCOUNT

5.1. You may close your PAYEER Account at any time by contacting the Support Team on the web-page <https://payeer.com/en/contacts> or applying for the account closure in the SUPPORT section of your account. You should state the reason for such closure.

5.2. If your PAYEER Account holds a balance at the time of its closure, we will ask you to withdraw your money within 30 days to your card, during which your PAYEER Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your PAYEER Account but you may withdraw any remaining money by contacting Support Team and requesting that the money is sent to you in a manner that is reasonably acceptable for us.

5.3. If you want to access your PAYEER Transaction History after the closure of your PAYEER Account, you will need to contact the Support Team and request the information. You may do so for a period of 1 year from the date of closure of your PAYEER Account.

5.4. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of your money, including in relation to returning any money to you after you have closed your PAYEER Account.

## 6. VERIFICATION OF IDENTITY

6.1. You agree to cooperate with all requests made by us in connection with your PAYEER Account, to identify or authenticate your identity or validate your funding sources or PAYEER Transactions.

6.2. This may include, but not limited to, asking you for further information that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone

reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources.

6.3. We reserve the right to close, suspend, or limit access to your PAYEER Account in the event we are unable to obtain, verify such information or you do not comply with our requests under the Clause of this Agreement.

6.4. For the account personalization we request an identity document – national ID card, internal passport, international passport, driving license. We also accept residence permit. Identity documents of unrecognized states are not accepted. The Support Team may require a photo of a User's identity document next to his / her face to ensure the authenticity of documents.

6.5. We need a document proving a User's address for the account personalization as well. A document must contain a User's name, full current residential address, date of issue within the last 90 days, a bar code / QR code or stamp. A bank account / bank card statement, utility bills (water / gas / electricity), phone / internet / television bills are accepted if they meet all the requirements. We accept address / residence certificates.

6.6. Video verification might also be needed in case of doubting the authenticity of documents. For the video verification we ask a User to provide us with his / her Skype login and time convenient for the call. At the stated time the Support Team contacts the User.

6.7. When all documents satisfy all the requirements a User's account status is changed from registered to verified.

6.8. The Support Team may deny the account in personalization due to PAYEER internal policy. We have a list of countries whose representatives cannot pass the personalization process.

6.9. Account personalization is unavailable for Users under 14 years old.

## 7. PAYEER SERVICES

### 7.1. PAYEER Wallet

PAYEER Wallet allows you to top up/add money to your account, keep money in your account, to pay for, transfer electronic money around the world, make payments, accept payments on your website, use mass payments, use PAYEER Exchange, and use PAYEER Stock Market Exchange.

There are three tabs in the section “Balance” on the main page of your PAYEER Account: “All Accounts”, “Fiat” and “Cryptocurrency”. You may find eight currency blocks in the “All Accounts” tab: USD, RUB, EUR, BTC, ETH, BCH, LTC, DASH and USDT. The fiat currency blocks are shown in the “Fiat” tab (i.e. USD, EUR and RUB), the cryptocurrency blocks are shown in the “Cryptocurrency” tab (i.e. BTC, ETH,

BCH, LTC, DASH and USDT).

In each currency block you can see the currency symbol, the amount of money in this currency in the centre of the block and this amount converted to EUR (by default). You can change the currency of the total amount by clicking in this currency block the symbol of the currency you want to see the total amount in and restarting the page after that.

## 7.2. PAYEER Transfers

PAYEER Transfers allow you to send electronic money to your PAYEER Account or from your PAYEER Account to the PAYEER Account of another PAYEER User, to other payment systems, bank cards and mobile phone accounts. There are two active buttons in each block in section “Balance” of your PAYEER Account – “Deposit” and “Withdraw”.

### 7.2.1. Top up your PAYEER Account

- In the “Payment System” section you can see the top-up methods that we accept directly.

To add money to your PAYEER Account via top-up methods:

a) Log into your PAYEER Account.

b) Select the currency of the money that you want to add to your PAYEER Account by clicking the “Deposit” button in the corresponding currency block.

The “Deposit” button opens the “Add” section of the account in the currency you selected. In the “Account” field (the first part of the page) you can select another currency to add money to your account in.

c) Select the top-up method on the second part of the page, namely:

- Bank cards (Visa, MasterCard, Maestro and MIR – for rouble cards only);
- Payment systems (QIWI Wallet, AdvCash, Yandex.Money and Bitcoin);
- Various banks (Alfa Click, i.e. bank transfer option for Alfa-Bank clients);
- Communications stores (Euroset and Svyaznoy – top-ups in these stores); or
- Mobile transfer (Russian communications service providers such as Beeline, MTS, Megafon and Tele2, allowing to add money from their mobile accounts).

d) Enter the amount you want to add to your PAYEER Account.

The third part shows the “Amount” field, where you enter the amount you want to add to your PAYEER account. The “Total” field will be filled in automatically – it shows the amount you want to add including all applicable fees.

Next to the “Total” field you can see the “Currency” field, where you can check the total amount you need to transfer in fiat currency.

e) Confirm the top-up invoice placing.

Once you fill in the “Amount” field, select the method and check the total amount including commissions, then click the “Add” button.

f) Fill in the fields necessary for the top-up with each method and follow the instructions on our website.

Our top-up fees vary from 0% to 5% depending on the method you selected and market conditions.

- 7.2.2. Top-up methods we accept through exchangers

To add money to your PAYEER Account via top-up methods through exchangers:

- a) Log into your PAYEER Account.
- b) Select the currency to add by clicking the “Deposit” button in this currency block. Open the “ADD” section by clicking the “Deposit” button in the currency you need. In the “Account” field (the first part of the page) you can select another currency to add money to your PAYEER account in.
- c) Select the top-up method on the second part of the page from the exchangers list (Web money, Perfect Money, PayPal, Neteller, Skrill, Capitalist, Epay, ePayments, EXMO, FasaPay, NixMoney, Paysera, Solid TrustPay, UnionPay, Ethereum, Bitcoin Cash, Litecoin, Dash, Tether, Ripple, Dogecoin, Swift, SEPA, Halyk bank, Kazkom, Privat24, Contact, Money Gram, Ria Money, Western Union, Zolotaya Korona, UNISTREAM).
- d) Enter the amount you want to add in the “Amount” field on the third part of the page. The “Total” field will be filled in automatically – it shows the amount you want to add including all applicable fees. In the “Currency” field next to the “Total” field you can check the total amount you need to transfer in fiat currency.
- e) Confirm the top-up invoice placing.

Once you fill in the “Amount” field, select the method and check the total amount including commissions, then click the “Add” button.

The “Add” button opens the page showing the list of exchangers you can use to add money to your PAYEER Account with the method selected at the previous step.

You can use any of the certified exchangers’ websites by clicking “Select” in that exchanger block. After that you will be redirected to the exchanger’s website, and you need to follow the instructions on that website.

- 7.2.3. Withdrawal

To transfer money to another PAYEER User:

- a) Log into your PAYEER Account.
- b) Select the currency to withdraw by clicking the “Withdraw” button in this currency block, or go directly to the “Transfer” section of the account.

The “Withdraw” button leads to the “Transfer” section, where you can send money to another PAYEER Account.

- c) Leave the PAYEER Method in the “Select System” field as default. On the right-hand side of the page you can see description of this withdrawal method: minimum transaction limit (0.02 USD / EUR or 0.1 RUB per transaction), and transfer term (instantly);

- d) Enter the recipient’s account and withdrawal amount. The “Templates” field is designed for withdrawing money by different methods in a quicker manner. If you have no templates, just ignore this field. If you have templates for the PAYEER withdrawal method, you can select one of them; or enter the recipient’s account manually.

To send money to another PAYEER Account you can use the account number (starting with the

capital Latin P), phone number or email linked to the recipient's account. You need to enter any of them in the "Account", "Email" or "Phone Number" fields. You can enter a comment for the transfer in the "Comment" field.

"Security Code" field is needed to protect you from fraud. If you send money to another account as payment for any goods or services, you need to make up a code and enter it in the "Security Code" field, choose the time frame for it to be entered in the drop-down list in the same line. You should tell the code to the recipient only after you have received what you paid for. If the transfer is not a payment for goods or services, just ignore the field.

You need to fill in the "Amount" field so the amount in the "Total" field does not exceed the amount of money you have in the currency selected from the drop-down list of currencies in this line. In this list you can select what currency to pay in. In the "Amount" line you can see the drop-down list of currencies that can be credited to the account – you can change it if necessary.

In the "Commission" line you see the PAYEER fee of 0.95 % charged to the sender per transaction.

e) Double-check all the withdrawal information and confirm the transfer by clicking the "Send" button.

To withdraw money from PAYEER System:

a) Log into your PAYEER Account.

b) Select the currency to withdraw by clicking the "Withdraw" button in this currency block, or going directly to the "Transfer" section of the account.

The "Withdraw" button leads to the Transfer section, where you can send money from PAYEER System by various methods;

c) Select the withdrawal method (QIWI, Yandex.Money, AdvCash, Bitcoin, Ethereum, Bitcoin Cash, Litecoin, Dash, Tether, Beeline, Megafon, MTS, Tele2, VISA, MasterCard, Maestro/Cirrus, MIR) by clicking the "PAYEER Method" field (chosen by default) in the drop-down list showing all withdrawal options.

Next to each "Method" button you see the fees charged for using this method – PAYEER's fees plus the gateway commissions.

When you select the method, you can see its description on the right-hand side of the page that includes transaction limits (per transaction), transfer term and additional information, if necessary;

d) Enter the recipient's data and withdrawal amount.

After selecting the method some fields may change, but this one remains the same: - Templates (an option designed for withdrawing money by different methods in a quicker manner).

If you have no templates, just ignore this field. If you have templates for the selected withdrawal method, you can select one of them or enter the recipient's data manually. In the "Templates" field you see the "recipient's address" field appearing under different titles. You should enter the information in this field according to the withdrawal method you select.

You need to fill in the "Amount" field so the amount in the "Total" field does not exceed the amount of money you have in the currency selected from the drop-down list of currencies in this line. In this list you can select what currency to pay in.

In the "Amount" line you can see the drop-down list of currencies that can be credited to the account

/ card / phone number (according to the selected withdrawal method) - you can change it if necessary and possible.

In the “Commission” line you see the PAYEER’s and gateway fees charged per transaction of the selected method.

e) Double-check all the withdrawal information and confirm the transfer by clicking the “Send” button.

Commissions for the transfer methods vary from 0% to 5% depending on the method and market conditions.

### 7.3. PAYEER Payments

PAYEER Payments allow you to make payments for services and goods to an external website connected to PAYEER System from your account or another payment system. To make such payments:

- a) Log into your PAYEER Account in PAYEER web-version.
- b) Create a deposit invoice on the website you want to send money to and select PAYEER as the payment method.
- c) Receive the invoice in your PAYEER Account and select the method to pay with (your PAYEER Account or another available payment method provided by the invoice form).

If you choose to pay from your PAYEER Account, you need to select the currency (according to the money you have in your account) from the corresponding drop-down list and confirm the payment.

If you want to pay with any other method (AdvCash, Bitcoin, VISA, MasterCard, Maestro, MIR, Communications stores Euroset and Svyaznoy, Beeline, MTS, Megafon, Tele2, Bitcoin [Trade], Ethereum [Trade], Bitcoin Cash [Trade], Litecoin [Trade], Dash [Trade], Tether [Trade]), please select it and follow the instructions on the screen after you click the “Method” button, and confirm the payment.

### 7.4. PAYEER Mass Payments

PAYEER Mass Payments is a service allowing to disseminate mass payments automatically to other PAYEER Accounts, cards and various payment systems in many countries around the world.

To enable Mass Payments:

- a) Log into your PAYEER Account and go to the “Mass Payouts” tab in the API section.
- b) Follow the instruction in the “API Documentation” file in the “Documentation” sub- tab.

In the “Payment Systems” sub-tab you can find a list of methods and currencies available for mass payments.

In the “Activation” sub-tab you can add API-user following the instructions in the “API Documentation”.

Commission for Mass Payments made to other PAYEER Accounts is 0.95% charged to the sender.

Commission for payments made to other payment systems varies from 0% to 5% depending on the method and market conditions.

### 7.5. PAYEER Merchants

PAYEER Merchants is a service allowing any company having an Internet website to accept payments from PAYEER Accounts and other payment systems, which will make it possible for the clients to pay



online for various goods and services. To enable Merchant:

- a) Login into your PAYEER Account and go to the “Merchant Settings” tab in the “API” section.
- b) Download the “Documentation” file in the “Website Connection” sub-tab and follow the instructions in it (click the “Download” button). The “Payment Methods” sub-tab shows the methods (including other payment systems) and currencies you can enable so your clients can use them to make payments to your website.

In the “Activation” sub-tab you can add a merchant following the instructions in the file downloaded in the “Website Connection” sub-tab.

Payment commissions settings:

“Default”: the Client pays the commission of the payment system that he / she uses, the Merchant pays 0.95% fee of the credited amount;

“Merchant”: the Merchant pays all commissions, including the payment system fees;

“Client”: the client pays all commissions, including the 0.95% fee of the credited amount.

## 7.6. PAYEER Exchange

PAYEER Exchange allows you by using electronic money in one currency to purchase electronic money in another currency using our Exchange Rates. The currency will be instantly credited to your account. We will let you know the exchange rate when you place your payment order. Supported currencies are USD, RUB, EUR and BTC. Instant exchange from BTC is only possible to USD and EUR.

On the right-hand side of the page you can see the exchange description including minimal limit per exchange (0.02 USD / EUR or 0.1 RUB), and transfer term (instantly).

To exchange money:

- a) Log into your PAYEER Account and go to the “Exchange” section.
- b) Select the currency to exchange from.

In the first “Select Account” drop-down list you can select the currency you need to exchange money from out of USD, RUB, EUR and BTC.

- c) Select the currency to exchange to.

In the second “Select Account” drop-down list you can select the currency you want to get in your account out of these: USD, RUB and EUR. When you select currency in both “Select Account” lists you see the amount in each currency you have in your account stated in these currencies.

- d) Enter the amount to exchange.

In the “Debit” field you need to enter the amount you want to exchange so it does not exceed the total amount of money in this currency in your account. The “Credit” field will be filled in automatically.

Between the “Debit” and “Credit” fields there is the “Rate” line that shows the current exchange rate of the two currencies you select;

- e) Confirm the exchange by clicking “Exchange” button.

Commission for the instant exchange is 0.95%.

## 7.7. PAYEER Stock Market Exchange

PAYEER Stock Market Exchange allows you to sell or purchase electronic money from another PAYEER

PAYEER STOCK MARKET EXCHANGE allows you to sell or purchase electronic money from another PAYEER User.

The trading interface consists of several parts:

1) In the left-hand upper part, there are two lists for selecting currencies; in the first list you can select the currency you want to buy or sell and in the second list, you can select the currency that you want to sell or buy. By default, Bitcoin is selected in the first field, PAYEER USD is selected in the second field, i.e. you can sell Bitcoin and receive USD, or exchange USD and receive Bitcoin.

2) To the right are the buttons for managing the graph; by default, the selected period is 1D (1 day). To see a more detailed display, you can choose 12H (12 hour period). For a more extensive display, there are the following options: 3D (3 days), 1W (1 week), 1M (1 month) and ALL (the entire trading period for the selected currency pair is displayed).

3) Below is the reference information related to the selected pair:

- The “last price” is the price of the last sale transaction.
- “Bid” is the most favourable price at which you can sell a currency.
- “Ask” is the most favourable price at which you can purchase a currency.
- “Volume” is the total trading volume for 24 hours.

4) The graph is presented in the form of “Japanese candles” and displays the change in the price of the currency during the selected time period. Each candle represents a specific period (by default 30 minutes) and consists of the green (closing price is higher than opening price) or red (closing price is lower than opening price) “body” and upper/lower shadow (wick).

The upper and lower limit of the shadow shows the maximum and minimum prices for the period. The boundaries of the body reflect the opening and closing price. The chart also shows the trading volume in the form of a bar graph.

5) The “chat” section is located to the right of the chart; the “chat” section is not for technical support, the information in it is not considered to be factually reliable; never take the statements that are posted in the chat literally; many users may call for urgent sales because they want to buy or vice versa.

If you have any issues, please contact the Support Team (left-hand menu, “support” item), which offers brief answers to popular questions; if the problem is still not resolved, you can select the bottom option - “another question” - and contact the Support Team that will respond to your question very quickly.

6) Below you will see three blocks: “Buy”, “Sell” and “Command Block“. The “Buy” block contains orders that you can buy instantly (without waiting) at prices that other users have put up for sale. Orders are arranged according to how profitable they are for you – the cheaper, the higher. User orders in this block are grouped according to the exchange rate for ease of reference. This block also contains purchase history.

The “Sell” block contains orders that you can sell instantly (without waiting) at prices that other users have put up for purchase. Orders are arranged according to how profitable they are for you – the more expensive, the higher. User orders in this block are grouped according to the exchange rate for ease of reference. This block also contains sale history.

The “Command” block allows you to buy or sell a currency, as well as view “Active” orders and your purchase/sale history.

The “Active” tab contains orders that cannot be executed instantly (no counter orders). When you click

The "Active" tab contains orders that cannot be executed instantly (no counter orders). When you click on an order, you can see the current balance, which still needs to be sold or bought, as well as cancel the order. Orders can be cancelled not earlier than 5 minutes after creation (the restriction has been introduced for excluding spam orders). No cancellation fee is charged.

The "History" tab shows your purchase and sale history for all currency pairs. You can buy or sell orders instantly by selecting them in the appropriate blocks; to do this, click on the "order", these orders will be instantly substituted into the "command block"; to complete the transaction you only need to click the "Buy" or "Sell" button. To buy/sell multiple orders, double-click on the last order selected in the list; its price and the sum of the higher orders will be substituted into the form. All orders can be redeemed in part. Please note that someone else may complete a transaction faster than you; in this case your order can be viewed in the "Active" tab.

Or you can create an order at your own price and wait for a counter order. In this case, the transaction may be more profitable, but not instant.

By specifying the price you set the maximum price (with purchase), i.e. orders will be purchased at your lower (more profitable) price and minimum (when sold), i.e. the sale may take place at your higher (more favourable) price.

In the form for creating an order, near the input fields, there is a link titled "ALL", which allows you to buy or sell a currency with all the money that you have on your account balance.

Commission for Trade options:

- 0.25% as default; 2.95% for users that connected high risk websites to their accounts;
- minimal commission is 0.01 USD / 0.01 EUR;
- 0.95% for fiat currency exchange (USD/RUB, EUR/RUB and EUR/USD).

## 8. WITHDRAWING MONEY

8.1. You can request a withdrawal of all or part of the money held in your PAYEER Account at any time.

8.2. Your money may be withdrawn to your bank card by selecting the corresponding method (to the bank card) in the section "Transfer" of your PAYEER account.

8.3. If you do not want to go through the verification procedure on our website immediately after the successful payment, the withdrawal to the card will be made automatically after 36 hours after the payment.

8.4. Please note that the refund to the card can take from 1 to 30 working days, depending on the bank that issued your card.

## 9. TOP-UP OF ACCOUNT

9.1. In order to top up your PAYEER Account, you will need to perform a top-up via your bank card or any other method we make available to you from time to time.

## 10. RESTRICTIONS TO USE SERVICES

10.1. It is not permitted to use PAYEER Services for any illegal purposes, including, but not limited to fraud and money laundering, funding of terrorist organizations.

10.2. It is not permitted to use the PAYEER Services for any activity connected with the following categories of goods and services:

- 10.2.1. Prescription drugs;
- 10.2.2. Narcotic, psychotropic and hallucinogenic drugs and other controlled substances;
- 10.2.3. Tobacco and smoking products;
- 10.2.4. Precious stones and metals and articles thereof;
- 10.2.5. Used cosmetics;
- 10.2.6. Malicious software;
- 10.2.7. Weapons, firearms and ammunition;
- 10.2.8. Dangerous and perishable goods;
- 10.2.9. Personal data of individuals;
- 10.2.10. Unlawful gambling activities;
- 10.2.11. Unlawful sexually oriented materials or services;
- 10.2.12. Counterfeit products;
- 10.2.13. Any other products prohibited by law.

10.3. PAYEER will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator.

10.4. Failure to comply with the Clause 10 of this Agreement constitutes a material breach of the terms upon which you are permitted to use the PAYEER Services, and may result in our taking all or any of the following actions:

- 10.4.1. Immediate, temporary or permanent withdrawal of your right to use our website;
- 10.4.2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our website;
- 10.4.3. Issue of a warning to you;
- 10.4.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 10.4.5. Further legal action against you; and/or,
- 10.4.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 10.4.7. We exclude liability for actions taken in response to breaches of the Clause 10 The responses described are not limited, and we may take any other action we reasonably deem appropriate.

## 11. PAYEER TRANSACTION LIMITS

11.1. We reserve the right to impose at our sole discretion PAYEER Transaction Limits, based on criteria determined by us and that does not have to be disclosed.

11.2. You may be able to view some of these PAYEER Transaction Limits by logging onto the PAYEER Account.

## 12. NO WARRANTY

12.1. The PAYEER Services are provided on an “as is,” “as available” basis and without any representation or warranty, whether express, implied or statutory. We, and the officers, directors, agents, joint venturers, employees and suppliers of PAYEER, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the PAYEER Services used on or accessed through the PAYEER Services, or for any breach of security associated with the transmission of sensitive information through the PAYEER Services.

## 13. GENERAL LIABILITY

13.1. You shall solely responsible for the use of the PAYEER Services in compliance with this Agreement and the requirements of the applicable law.

13.2. You shall be solely responsible for taking all measures to ensure the security of transactions carried out through the PAYEER Account in accordance with this Agreement and applicable law.

13.3. You shall be solely liable for all losses arising from your use of anonymous proxy servers, anonymous SOCKS servers, anonymous networks (e.i. “tor”) or another kind of technologies and/or tools that allow anonymous use of PAYEER Services which is strictly prohibited under this Agreement.

13.4. You shall be solely liable for all losses due to malware (“backdoors”, “worms”, “Trojan horses”, “virus”, “rootkits”, malicious “payloads”, as well as any other malware) and your lack of knowledge of PC.

13.5. It is your responsibility:

- (i) to use the PAYEER Services only through legitimate service providers (Internet operators and mobile operators) and methods of communication;
- (ii) to install the following software on your PC, mobile phone or another device through which you use the PAYEER Services: updated anti-virus software (the last update should be done before you log-in into PAYEER Account), updated versions of Firefox, Opera, Internet Explorer, Google Chrome or another web-browser (or web-application), updated version of the operating system.
- (iii) to comply with applicable legislation, including anti-money laundering and counter- terrorism financial legislation, personal data protection, tax, banking legislation and currency exchange regulations.

13.6. It is your responsibility to ensure that you log onto the PAYEER Account regularly and regularly review the PAYEER Transaction History, and to promptly report any questions, apparent errors, or unauthorised PAYEER Transactions. Failure to contact us in a timely manner may result in loss of money or important rights.

13.7. It is your responsibility to ensure that your contact information stored on your PAYEER profile is up to date.

13.8. If you fail to notify us without undue delay of any loss of your password or other event that could reasonably be expected to have compromised the security of your PAYEER Account after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us.

13.9. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

13.10. We do not warrant that the PAYEER Services will be uninterrupted or error free. We shall not be liable for any service interruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder including but not limited to system failures or other

performance or our obligations hereunder, including, but not limited to, system failures or other

interruptions that may affect the receipt, processing, acceptance, completion or settlement of PAYEER Transactions or the PAYEER Services.

13.11. We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

13.12. Our obligation under this Agreement is limited to providing you with an online e-wallet and related payment services and we are not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the PAYEER Services.

13.13. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the PAYEER Account or services provided in this Agreement.

13.14. Reimbursement. You agree to defend, reimburse or compensate us and hold us harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your breach of this Agreement, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

## 14. AMENDMENT TO THE TERMS

14.1. We may unilaterally amend this Agreement at any time by posting a revised version (including the Rates) on our website.

14.2. The revised version will be effective at the time we post it.

14.3. A Client's use of PAYEER Services after any amendments come into force shall be considered as such Client's unconditional acceptance of such amendments.

## 15. TERMINATION AND SUSPENSION

15.1. PAYEER in its sole discretion may terminate this Agreement or any payment service associated with it at any time, by giving you two months' prior notice. The termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement.

15.2. Each PAYEER Account that remains inactive during 36 months will be automatically closed and this Agreement will be terminated. Fees relating to ongoing management of inactive accounts will also continue to be charged following closure of your PAYEER Account. This provision shall survive termination of the relationship between you and us.

15.3. You may terminate this Agreement at any time by providing us with one month's prior notice, such notice to be provided via email to the Support Team on the page <https://payeer.com/en/contacts/> or at the SUPPORT section of your account.

15.4. We may at any time suspend or terminate your PAYEER Account without notice if:

- 15.4.1. You commit a material breach of any term of this Agreement and (if such breach is remediable) fail to remedy that breach within a period of 30 days after being notified in writing to do so;
- 15.4.2. You repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 15.4.3. You are subject to a bankruptcy, insolvency, winding up or other similar event;
- 15.4.4. The result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from this Agreement;
- 15.4.5. We have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;
- 15.4.6. We reasonably suspect your PAYEER Account have been used or is being used without your authorisation or fraudulently; and 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 law to notify you.

15.5. Termination of this Agreement requires the closing of your PAYEER Account in accordance with Clause 7 PAYEER will deal with your remaining balance in accordance with this Agreement.

## 16. COMPLAINTS

16.1. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting the Support Team. We send you a complaint acknowledgement by post or by email within 48 hours of receiving your complaint in accordance with our complaints procedure.

16.2. We endeavour to provide you with an answer or resolution to your complaint within 30 days. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.



## 17. MISCELLANEOUS

17.1. In order to use other services of PAYEER, you may be requested to accept other Agreements and/or terms and conditions, either with us or with a third party.

17.2. No person other than you shall have any rights under this Agreement.

17.3. Your PAYEER Account is personal to you and you may not assign any rights under this Agreement to any third party.

17.4. Your PAYEER Account is operated in the Republic of Vanuatu and this Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Vanuatu. Any dispute under this Agreement or otherwise in connection with your PAYEER Account shall be brought exclusively in the courts of the Republic of Vanuatu.

17.5. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

17.6. The definitions set out Schedule 1 apply to this Agreement.

### **Schedule 1 – Definitions**

“Account” or “PAYEER Account” means an e-wallet in PAYEER System which enables the PAYEER User to send and receive payments.

“PAYEER Exchange” means a service that allows you by using electronic money in one currency to purchase electronic money in another currency using our Exchange Rates.

“PAYEER Mass Payments” means a service that allows you to disseminate mass payments to other PAYEER Accounts, cards and various payment systems in many countries of the world automatically.

“PAYEER Merchant” means a service allowing any company having own website on the Internet to conclude a contract for “accepting payments” from PAYCORP LIMITED, which will make it possible to the clients to pay online for various goods and services.

“PAYEER Payment System”, “PAYEER System” or “PAYEER PS” or “PS” means a web- based Platform, operated by us, which end-users may use as a gateway in order to enroll and gain access to their PAYEER Account.

“PAYEER Payments” means a service that allows you to make payments for services and goods to an external website connected to PAYEER System from your account or another payment system

external website connected to PAYEER System from your account or another payment system.

“PAYEER Services” mean payment system services including PAYEER Wallet, PAYEER Transfers, PAYEER Payments, PAYEER Mass Payments, PAYEER Merchant, PAYEER Exchange and any other services.

“PAYEER Stock Market Exchange” means a service that allows you to sell or purchase electronic money from another PAYEER User.

“PAYEER Transaction” means any transaction made by PAYEER User through PAYEER System.

“PAYEER Transfers” means a service of instant electronic payments all over the world.

“PAYEER User” or “Client” means a natural or legal person which is an acceptable client of the PAYEER Payment System.



如今有+19,011个帐户

创建钱包

登录

## PAYEER应用

程序适用于IOS和所有的Android设备



AppStore



Google Play

## 电子在线钱包。

应用程序 · 数据保护 · 最终用户许可协议

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