



#### Terms and Conditions

These terms and conditions (<https://Banqua.io/policies/terms-of-service/>) govern your use of service provided by BANQUA LTD, a private company limited by shares incorporated on 20-22 Wenlock Road London N1 7GU (company number 12665951) whose registered office is Terms and Conditions

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By accessing the Platform and using the Services, you agree that you have read, understood, and accepted all of the terms and conditions of Banqua. Banqua has the right to unilaterally change and modify terms and conditions at any time. Such changes and modifications will become effective upon publication on the Website (<https://banqua.io/policies/terms-of-service/>). Accessing the Platform and using the Services constitutes your acceptance of the terms and conditions published on the Website at the moment of accessing the Platform. If you do not agree with the terms and conditions of Banqua published on the Website, you must stop accessing the Platform and using the Services immediately.

#### 1. Definitions

"Customer" means a natural (physical) person who has agreed to all terms and conditions of Banqua, as well as other relevant policies, and is willing to use the Services available on the Platform.

"Order" means (i) purchase of cryptocurrency by the Customer from Banqua via the Platform; or (ii) sale of cryptocurrency to Banqua by the Customer via the Platform, in all cases subjected to the terms and conditions of Banqua, Know Your Customer checks of Banqua, the anti-money

laundering and counter terrorism financing program of Banqua,

and disclosure as to the specific terms of the Order, as indicated on

this site. Each Order is a two-party transaction involving only Banqua and the Customer and no other party.

#### 2. Main principles for provision of the Services

Banqua fulfills the Order, meaning the sale of cryptocurrency to the Customer or the purchase of cryptocurrency from the Customer as specified in the Order placed on the Website and terms and conditions of Banqua, this Agreement, and the related disclosure.

Banqua sells and purchases only those cryptocurrencies listed on the Website. The list of cryptocurrencies for sale and purchase may change without prior notice to the Customer.

Banqua does not provide the Services to legal (juridical) persons / entities.

Banqua does not provide custodian wallet services. Banqua does not store, safeguard, or administer cryptocurrency, fiat currency, and electronic money on behalf of the Customers.

Banqua does not provide financial / investment advice for the Customers. Banqua is not a bank.

Cryptocurrencies are highly volatile assets, which means their price can move from extreme highs to extreme lows and vice versa within a short period of time. The Customer must assess such risks before accessing the Platform and using the Services.

#### 3. Liability and Indemnification

Banqua undertakes to make reasonable efforts to ensure that Orders are processed in a timely manner, but Banqua makes no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors beyond the control of Banqua.

The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied, or statutory. Banqua does not make any representations or warranties that access to the Website or the Platform, any part of the Services, or any of the goods and materials contained therein, will be continuous, uninterrupted, timely, or without errors. Banqua does not guarantee that any Order will be accepted. Except for the direct statements set forth in these terms and conditions, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your access and use of the Platform and the Services. You hereby understand and agree that Banqua shall not be liable for any losses or damages arising out of or relating to: (i) any inaccuracy, defect, or omission of cryptocurrency price data, (ii) any error or delay in the transmission of such data, or (iii) interruption in any such data.

To the maximum extent permitted by applicable law, in no event shall Banqua, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors be liable for any lost profits, decrease in value or business opportunity, any loss, damage, corruption or breach of data, or any special, incidental, indirect, intangible, or similar damages, arising in connection with authorized or unauthorized use of the Website or the Services, or these terms and conditions, except to the extent of a final judicial determination that such damages were a result of Banqua's fraud, willful misconduct or intentional violation of applicable law.

You agree to indemnify and hold harmless Banqua, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages connected to (i) your use of the Services, (ii) your violation of these Terms and Conditions, or (iii) your violation of other policies, guidelines or instructions of Banqua, or (iv) your violation of any applicable law, regulation, or rights of any third party during your use of the Services.

The Customer acknowledges that Banqua is not liable for actions of third parties providing investment or financial advice, investment services, or other kinds of services to the Customer through the Platform.

Banqua strongly encourages the Customers to use the cryptocurrency wallets under their direct control.

Banqua cannot be held accountable if the Customer orders to send the purchased cryptocurrency to a cryptocurrency wallet outside of the Customer's control.

#### 4. Processing of Orders

Banqua is not responsible for delays or failures in the handling of operations arising as a consequence of any problems in the telecommunications, computer and other systems; block or closure of the accounts, freezing or holding of funds, denial of service; change of political regimes, civil strike; and actions of third parties, which are beyond the control of the Platform.

The Order is considered to be completed when: (i) Banqua makes a transfer of the required cryptocurrency amount to the cryptocurrency wallet of the Customer (if the Customer purchases cryptocurrency); or (ii) Banqua makes a transfer of the required fiat amount to the Customer's indicated account (if the Customer sells cryptocurrency).

If the Customer provides inaccurate or false information while filling out the Order (including but not limited to a bank account number that belongs to a third party), which later proves to be the reason why the Order cannot be completed, the fees associated with the Order refund shall be covered by the Customer.

According to the policy on the return of digitally delivered goods, the return of the transferred funds is not possible after the Order is completed.B





The Services are only available to those Customers who had successfully passed Banqua' Know Your Customer checks, the anti-money laundering, and counter-terrorism financing checks. Banqua reserves the right to request additional information and documents from the Customer if required by applicable law and Banqua' internal procedures. If the Customer does not provide the requested information or documents, Banqua may limit the Customer's access to the Platform. If the amount of cryptocurrency received is different by more than 20% from the amount indicated in the Order, Banqua may unilaterally reject the Order. If the cryptocurrency amount to be sent to the Customer differs from the market value by more than 2% between the Order start time and the time the Order is processed, Banqua reserves the right to contact the Customer and inform them about the new amount of cryptocurrency to be paid out. In the implementation of the return, all commission costs for the cryptocurrency or fiat money transfers are withheld from the funds received from the Customer. Banqua reserves the right to temporarily hold the funds transferred to it from the Customer due to attempted attacks on the server, as well as any attempts of hacking and cheating scripts of the Website. The funds will be returned to the Customer via the same means of payment upon request. All information provided by the Customer during the use of the Services is confidential and cannot be disclosed to third parties. Exceptions are third-party service providers integrated with the Platform for anti-money laundering, counter-terrorism financing, and anti-fraud purposes, the request of law enforcement, the court's decision or similar legally binding requests. By using the Services, the Customer agrees that the liability of the Platform is limited to the funds received from the Customers for the execution of the Order, the Platform does not provide additional warranty and assumes no additional liability to the Customer.

#### 5. Resolution of Disputes & Applicable Law

Banqua and the Customer agree that any disputes arising between them shall initially be attempted to be resolved by mutual negotiations. In such a case, the Customer shall contact Banqua by sending an email describing the dispute to support@Banqua.io, and Banqua shall contact the Customer via the email that was used for registration or any other information that the Customer provided to Banqua in order to access the Platform.

The provisions of the Services shall be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Court.

#### 6. Form of the Terms and Conditions

The Customer and Banqua acknowledge that the digital form of these terms and conditions are legally equal to the terms and conditions executed in a written form and signed by both parties.

#### 7. Third Parties

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#### 8. Termination Policy

Banqua reserves the right to immediately suspend the Customer's account on the Website and hence access to the Platform for any reason including if Banqua suspects any violation of the terms and conditions, other policies of Banqua, or any applicable laws and regulations.

The Customer may terminate their account on the Website at any time, for any reason, or for no reason.

#### 9. Eligibility

Banqua prohibits the provision of the Services in certain jurisdictions (hereinafter in the text referred to as "Restricted jurisdictions").

Upon registration on the Website, the Customer represents and warrants that the Customer:

- is of legal age to form a binding contract (at least 18 years old);
- has not previously been suspended from using the Services;
- has full power and authority to use the Services;
- is not located in, or a resident of any Restricted jurisdictions, or
- will not use the Services if any applicable laws in the Customer's jurisdiction prohibit the Customer from doing so.

The list of Restricted jurisdictions includes:

Abkhazia  
Afghanistan  
Albania  
Barbados  
Burkina Faso  
Cambodia  
Cayman Islands  
Crimea  
Cuba  
Haiti  
Hawaii (state of the US)  
Iran  
Iraq  
Jamaica  
Jordan  
Mali  
Malta  
Morocco  
Myanmar  
Nicaragua  
North Korea  
Northern Cyprus  
Pakistan  
Palestine  
Panama  
Philippines  
Sahrawi Arab Democratic Republic  
Senegal  
Somalia  
South Ossetia  
South Sudan  
Sudan  
Syria  
Turkey  
Uganda  
Vanuatu  
Yemen  
Zimbabwe  
Russian Federation





Alaska, Florida, Louisiana, Nevada, New Mexico, Puerto Rico, Vermont, Washington. Banqua does not and will not accept fiat-to-crypto Orders from customers residing in the above-mentioned US states and territories involving the following cryptocurrencies: Axie Infinity (AXS), Binance Coin (BNB), Chiliz (CHZ), Holo (HOT) SushiSwap (SUSHI), Terra (LUNA), and TRON (TRX).

Banqua will reject such Orders if it is detected that the Customer performing them is a resident of the above-mentioned US states and territories.

Texas. While the Customers from Texas are allowed to submit fiat-to-crypto Orders (e.g. Credit Card to Bitcoin) or crypto-to-fiat Orders (e.g. Bitcoin to Credit Card) on Banqua, there are some restrictions that apply:

Banqua does not and will not accept Orders that involve stable coins (i.e., Tether) from Customers from Texas.

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To the maximum extent permitted by applicable law, in no event shall Banqua, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors be liable for any lost profits, decrease in value or business opportunity, any loss, damage, corruption or breach of data, or any special, incidental, indirect, intangible, or similar damages, arising in connection with authorized or unauthorized use of the Website or the Services, or these terms and conditions, except to the extent of a final judicial determination that such damages were a result of Banqua's fraud, willful misconduct or intentional violation of applicable law.

You agree to indemnify and hold harmless Banqua, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages connected to (i) your use of the Services, (ii) your violation of these Terms and Conditions, or (iii) your violation of other policies, guidelines or instructions of Banqua, or (iv) your violation of any applicable law, regulation, or rights of any third party during your use of the Services.

The Customer acknowledges that Banqua is not liable for actions of third parties providing investment or financial advice, investment services, or other kinds of services to the Customer through the Platform.

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Banqua reserves the right to request additional information and documents from the Customer if required by applicable law and Banqua's internal procedures. If the Customer does not provide the requested information or documents, Banqua may limit the Customer's access to the Platform.

If the amount of cryptocurrency received is different by more than 20% from the amount indicated in the Order, Banqua may unilaterally reject the Order.

If the cryptocurrency amount to be sent to the Customer differs from the market value by more than 2% between the Order start time and the time the Order is processed, Banqua reserves the right to contact the Customer and inform them about the new amount of cryptocurrency to be paid out.

In the implementation of the return, all commission costs for the cryptocurrency or fiat money transfers are withheld from the funds received from the Customer.

Banqua reserves the right to temporarily hold the funds transferred to it from the Customer due to attempted attacks on the server, as well as any attempts of hacking and cheating scripts of the Website.

The funds will be returned to the Customer via the same means of payment upon request.

All information provided by the Customer during the use of the Services is confidential and cannot be disclosed to third parties. Exceptions are third-party service providers integrated with the Platform for anti-money laundering, counter-terrorism financing, and anti-fraud purposes, the request of law enforcement, the court's decision or similar legally binding requests.

By using the Services, the Customer agrees that the liability of the Platform is limited to the funds received from the Customers for the execution of the Order, the Platform does not provide additional warranty and assumes no additional liability to the Customer.

#### 5. Resolution of Disputes & Applicable Law

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#### 7. Third Parties

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#### 8. Termination Policy

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#### 9. Eligibility

Banqua prohibits the provision of the Services in certain jurisdictions (hereinafter in the text referred to as "Restricted jurisdictions").

Upon registration on the Website, the Customer represents and warrants that the Customer:

is of legal age to form a binding contract (at least 18 years old);

has not previously been suspended from using the Services;

has full power and authority to use the Services;

is not located in, or a resident of any Restricted jurisdictions, or

will not use the Services if any applicable laws in the Customer's jurisdiction prohibit the Customer from doing so.

The list of Restricted jurisdictions includes:

Abkhazia	Philippines
Afghanistan	Sahrawi Arab Democratic Republic
Albania	Senegal
Barbados	
Burkina Faso	
Cambodia	
Cayman Islands	
Crimea	
Cuba	
Haiti	
Iran	
Iraq	
Jamaica	
Jordan	
Mali	
Malta	
Morocco	
Myanmar	
Nicaragua	
North Korea	
Northern Cyprus	
Pakistan	
Palestine	
Panama	





Somalia  
South Ossetia  
South Sudan  
Sudan  
Syria  
Turkey  
Uganda  
Vanuatu  
Yemen  
Zimbabwe

Russian Federation

Disclaimer for customers from selected US states and territories:

Alaska, Florida, Louisiana, Nevada, New Mexico, Puerto Rico, Vermont, Washington. Banqua does not and will not accept fiat-to-crypto Orders from customers residing in the above-mentioned US states and territories involving the following cryptocurrencies: Axie Infinity (AXS), Binance Coin (BNB), Chiliz (CHZ), Holo (HOT) SushiSwap (SUSHI), Terra (LUNA), and TRON (TRX).

Banqua will reject such Orders if it is detected that the Customer performing them is a resident of the above-mentioned US states and territories.

Texas. While the Customers from Texas are allowed to submit fiat-to-crypto Orders (e.g. Credit Card to Bitcoin) or crypto-to-fiat Orders (e.g. Bitcoin to Credit Card) on Banqua, there are some restrictions that apply:

Banqua does not and will not accept Orders that involve stable coins (i.e., Tether) from Customers from Texas.

Banqua will reject such Orders if it is detected that the Customer performing them is a resident of Texas.

#### 10. Refund Policy

Please see the detailed refund policy here: [Refunds](#).

#### 11. Complaints Policy

Banqua will always strive to provide an efficient and professional service, and will aim to provide prompt, courteous, helpful, open and informative advice in respect of every communication received.

Any Customer or potential Customer has the right to complain about the Services. The complaints should be communicated to Banqua by sending an email to [complaints@Banqua.io](mailto:complaints@Banqua.io). Banqua undertakes to deal with each complaint and issue a response within 15 days of the initial complaint. Banqua records and analyzes all complaints in order to improve the Services.

#### 12. Additional agreement for customers from certain US states and territories

The Customers from Alaska, Florida, Louisiana, Nevada, New Mexico, Puerto Rico, Vermont, and Washington are additionally required to read and accept Zero Hash LLC Services Agreement to be able to use the Services.

Please see the detailed refund policy here: [Refunds](#).

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You agree to indemnify and hold harmless Banqua, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages connected to (i) your use of the Services, (ii) your violation of these Terms and Conditions, or (iii) your violation of other policies, guidelines or instructions of Banqua, or (iv) your violation of any applicable law, regulation, or rights of any third party during your use of the Services.

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The Customer and Banqua acknowledge that the digital form of these terms and conditions are legally equal to the terms and conditions executed in a written form and signed by both parties.

#### 7. Third Parties

Banqua may share and transfer (including cross-border transfer) personal information of the Customer to the third parties in accordance with its Privacy Policy, and as prescribed by applicable law.

#### 8. Termination Policy

Banqua reserves the right to immediately suspend the Customer's account on the Website and hence access to the Platform for any reason including if Banqua suspects any violation of the terms and conditions, other policies of Banqua, or any applicable laws and regulations.

The Customer may terminate their account on the Website at any time, for any reason, or for no reason.

#### 9. Eligibility

Banqua prohibits the provision of the Services in certain jurisdictions (hereinafter in the text referred to as "Restricted jurisdictions").

Upon registration on the Website, the Customer represents and warrants that the Customer: is of legal age to form a binding contract (at least 18 years old)





has not previously been suspended from using the Services;  
has full power and authority to use the Services;  
is not located in, or a resident of any Restricted jurisdictions, or  
will not use the Services if any applicable laws in the Customer's jurisdiction prohibit the Customer from doing so.

The list of Restricted jurisdictions includes:

Abkhazia  
Afghanistan  
Albania  
Barbados  
Burkina Faso  
Cambodia  
Cayman Islands  
Crimea  
Cuba  
Haiti  
Hawaii (state of the US)  
Iran  
Iraq  
Jamaica  
Jordan  
Mali  
Malta  
Morocco  
Myanmar  
New York (state of the US)  
Nicaragua  
North Korea  
Northern Cyprus  
Pakistan  
Palestine  
Panama  
Philippines  
Sahrawi Arab Democratic Republic  
Senegal  
Somalia  
South Ossetia  
South Sudan  
Sudan  
Syria  
Turkey  
Uganda  
Vanuatu  
Yemen  
Zimbabwe

Disclaimer for customers from selected US states and territories:

Alaska, Florida, Louisiana, Nevada, New Mexico, Puerto Rico, Vermont, Washington. Banqua does not and will not accept fiat-to-crypto Orders from customers residing in the above-mentioned US states and territories involving the following cryptocurrencies: Axie Infinity (AXS), Binance Coin (BNB), Chiliz (CHZ), Holo (HOT) SushiSwap (SUSHI), Terra (LUNA), and TRON (TRX).

Banqua will reject such Orders if it is detected that the Customer performing them is a resident of the above-mentioned US states and territories.

Texas. While the Customers from Texas are allowed to submit fiat-to-crypto Orders (e.g. Credit Card to Bitcoin) or crypto-to-fiat Orders (e.g. Bitcoin to Credit Card) on Banqua, there are some restrictions that apply:

Banqua does not and will not accept Orders that involve stable coins (i.e., Tether) from Customers from Texas.

Banqua will reject such Orders if it is detected that the Customer performing them is a resident of Texas.

#### 10. Refund Policy

Please see the detailed refund policy here: [Refunds](#).

#### 11. Complaints Policy

Banqua will always strive to provide an efficient and professional service, and will aim to provide prompt, courteous, helpful, open and informative advice in respect of every communication received.

Any Customer or potential Customer has the right to complain about the Services. The complaints should be communicated to Banqua by sending an email to [complaints@Banqua.io](mailto:complaints@Banqua.io). Banqua undertakes to deal with each complaint and issue a response within 15 days of the initial complaint. Banqua records and analyzes all complaints in order to improve the Services.

#### 12. Additional agreement for customers from certain US states and territories

The Customers from Alaska, Florida, Louisiana, Nevada, New Mexico, Puerto Rico, Vermont, and Washington are additionally required to read and accept Zero Hash LLC Services Agreement to be able to use the Services.

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#### 12. Additional agreement for customers from certain US states and territories

The Customers from Alaska, Florida, Louisiana, Nevada, New Mexico, Puerto Rico, Vermont, and Washington are additionally required to read and accept Zero Hash LLC Services Agreement to be able to use the Services. 1 West Regent Street, Glasgow, Scotland, G2 1RW (hereinafter in the text referred to as "Banqua"). Banqua provides services in the exchange of fiat currency and electronic money for cryptocurrency, and cryptocurrency for fiat currency and electronic money (hereinafter in the text referred to as "Services").

The Services are available via Banqua platform (hereinafter in the text referred to as "Platform") exclusively. The Platform is a partially automated online system located on <https://banqua.io/> (hereinafter in the text referred to as "Website").

By accessing the Platform and using the Services, you agree that you have read, understood, and accepted all of the terms and conditions of Banqua. Banqua has the right to unilaterally change and modify terms and conditions at any time. Such changes and modifications will become effective upon publication on the Website (<https://Banqua.io/policies/terms-of-service/>). Accessing the Platform and using the Services





constitutes your acceptance of the terms and conditions published on the Website at the moment of accessing the Platform. If you do not agree with the terms and conditions of Banqua published on the Website, you must stop accessing the Platform and using the Services immediately.

#### 1. Definitions

"Customer" means a natural (physical) person who has agreed to all terms and conditions of Banqua, as well as other relevant policies, and is willing to use the Services available on the Platform.

"Order" means (i) purchase of cryptocurrency by the Customer from Banqua via the Platform; or (ii) sale of cryptocurrency to Banqua by the Customer via the Platform, in all cases subjected to the terms and conditions of Banqua, Know Your Customer checks of Banqua, the anti-money laundering and counter terrorism financing program of Banqua, and disclosure as to the specific terms of the Order, as indicated on this site. Each Order is a two-party transaction involving only Banqua and the Customer and no other party.

#### 2. Main principles for provision of the Services

Banqua fulfills the Order, meaning the sale of cryptocurrency to the Customer or the purchase of cryptocurrency from the Customer as specified in the Order placed on the Website and terms and conditions of Banqua, this Agreement, and the related disclosure.

Banqua sells and purchases only those cryptocurrencies listed on the Website. The list of cryptocurrencies for sale and purchase may change without prior notice to the Customer.

Banqua does not provide the Services to legal (juridical) persons / entities.

Banqua does not provide custodian wallet services. Banqua does not store, safeguard, or administer cryptocurrency, fiat currency, and electronic money on behalf of the Customers.

Banqua does not provide financial / investment advice for the Customers. Banqua is not a bank.

Cryptocurrencies are highly volatile assets, which means their price can move from extreme highs to extreme lows and vice versa within a short period of time. The Customer must assess such risks before accessing the Platform and using the Services.

#### 3. Liability and Indemnification

Banqua undertakes to make reasonable efforts to ensure that Orders are processed in a timely manner, but Banqua makes no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors beyond the control of Banqua.

The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied, or statutory. Banqua does not make any representations or warranties that access to the Website or the Platform, any part of the Services, or any of the goods and materials contained therein, will be continuous, uninterrupted, timely, or without errors. Banqua does not guarantee that any Order will be accepted. Except for the direct statements set forth in these terms and conditions, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your access and use of the Platform and the Services. You hereby understand and agree that Banqua shall not be liable for any losses or damages arising out of or relating to: (i) any inaccuracy, defect, or omission of cryptocurrency price data, (ii) any error or delay in the transmission of such data, or (iii) interruption in any such data.

To the maximum extent permitted by applicable law, in no event shall Banqua, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors be liable for any lost profits, decrease in value or business opportunity, any loss, damage, corruption or breach of data, or any special, incidental, indirect, intangible, or similar damages, arising in connection with authorized or unauthorized use of the Website or the Services, or these terms and conditions, except to the extent of a final judicial determination that such damages were a result of Banqua's fraud, willful misconduct or intentional violation of applicable law.

You agree to indemnify and hold harmless Banqua, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages connected to (i) your use of the Services, (ii) your violation of these Terms and Conditions, or (iii) your violation of other policies, guidelines or instructions of Banqua, or (iv) your violation of any applicable law, regulation, or rights of any third party during your use of the Services.

The Customer acknowledges that Banqua is not liable for actions of third parties providing investment or financial advice, investment services, or other kinds of services to the Customer through the Platform.

Banqua strongly encourages the Customers to use the cryptocurrency wallets under their direct control. Banqua cannot be held accountable if the Customer orders to send the purchased cryptocurrency to a cryptocurrency wallet outside of the Customer's control.

#### 4. Processing of Orders

Banqua is not responsible for delays or failures in the handling of operations arising as a consequence of any problems in the telecommunications, computer and other systems; block or closure of the accounts, freezing or holding of funds, denial of service; change of political regimes, civil strike; and actions of third parties, which are beyond the control of the Platform.

The Order is considered to be completed when: (i) Banqua makes a transfer of the required cryptocurrency amount to the cryptocurrency wallet of the Customer (if the Customer purchases cryptocurrency); or (ii) Banqua makes a transfer of the required fiat amount to the Customer's indicated account (if the Customer sells cryptocurrency).

If the Customer provides inaccurate or false information while filling out the Order (including but not limited to a bank account number that belongs to a third party), which later proves to be the reason why the Order cannot be completed, the fees associated with the Order refund shall be covered by the Customer.

According to the policy on the return of digitally delivered goods, the return of the transferred funds is not possible after the Order is completed.

The Services are only available to those Customers who had successfully passed Banqua's Know Your Customer checks, the anti-money laundering, and counter-terrorism financing checks.

Banqua reserves the right to request additional information and documents from the Customer if required by applicable law and Banqua's internal procedures. If the Customer does not provide the requested information or documents, Banqua may limit the Customer's access to the Platform.

If the amount of cryptocurrency received is different by more than 20% from the amount indicated in the Order, Banqua may unilaterally reject the Order.

If the cryptocurrency amount to be sent to the Customer differs from the market value by more than 2% between the Order start time and the time the Order is processed, Banqua reserves the right to contact the Customer and inform them about the new amount of cryptocurrency to be paid out.

In the implementation of the return, all commission costs for the cryptocurrency or fiat money transfers are withheld from the funds received from the Customer.

Banqua reserves the right to temporarily hold the funds transferred to it from the Customer due to attempted attacks on the server, as well as any attempts of hacking and cheating scripts of the Website. The funds will be returned to the Customer via the same means of payment upon request.

All information provided by the Customer during the use of the Services is confidential and cannot be disclosed to third parties. Exceptions are third-party service providers integrated with the Platform for anti-money laundering, counter-terrorism financing, and anti-fraud purposes, the request of law enforcement, the court's decision or similar legally binding requests.





By using the Services, the Customer agrees that the liability of the Platform is limited to the funds received from the Customers for the execution of the Order, the Platform does not provide additional warranty and assumes no additional liability to the Customer.

#### 5. Resolution of Disputes & Applicable Law

Banqua and the Customer agree that any disputes arising between them shall initially be attempted to be resolved by mutual negotiations. In such a case, the Customer shall contact Banqua by sending an email describing the dispute to support@Banqua.io, and Banqua shall contact the Customer via the email that was used for registration or any other information that the Customer provided to Banqua in order to access the Platform.

The provisions of the Services shall be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Court.

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The list of Restricted jurisdictions includes:

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Albania  
Barbados  
Burkina Faso  
Cambodia  
Cayman Islands  
Crimea  
Cuba  
Haiti  
Hawaii (state of the US)  
Iran  
Iraq  
Jamaica  
Jordan  
Mali  
Malta  
Morocco  
Myanmar)  
Nicaragua  
North Korea  
Northern Cyprus  
Pakistan  
Palestine  
Panama  
Philippines  
Sahrawi Arab Democratic Republic  
Senegal  
Somalia  
South Ossetia  
South Sudan  
Sudan  
Syria  
Turkey  
Uganda  
Vanuatu  
Yemen  
Zimbabwe  
Russian Federation

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