



TERMS OF USE

JANUARY 2021

1. Acceptance of Terms

By entering, accessing or using the Service you acknowledge that you have read and understood these terms of use and Noriaway Privacy Policy, posted at Privacy Policy, (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Service. These Terms are a binding and enforceable legal contract between you and Noriaway, so please read them carefully.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SERVICE

The Service is not allowed for use by individuals who are under the age of eighteen (18) years old or who are not of the age of majority in the place where they are located or domiciled.

2. Noriaway Service

The Service consists of Noriaway performing the following for you: (i) collecting and storing Data Noriaway does not take possession or control of your Crypto. When you make selections or adjust preferences made available to you in the Account, such selections shall form part of these Terms.

The Services may include an Account that will be used to identify certain of your preferences and serve as a record of certain elements of your activity within the Services. When you sign up for an Account, Noriaway will use the information you provide to determine whether you are eligible for an Account.

Noriaway may decline to grant you an Account (or, alternatively, suspend any existing Account without liability to you) for any reason or for no reason. Once Noriaway decides that you are eligible for an

Account, it may create your Account when you have completed all of the following steps:

1. provide your email address to us;
2. confirm your email address through an exchange of emails;
3. provide your mobile phone number;
4. verify your mobile phone by SMS exchange;
5. accept these Terms; and
6. provide such other information as we may request.

Once we create your Account, it might be accessible to you through the Service. Your Account is different from Your Crypto Wallet, Noriapi does not store/hold/provide you crypto wallet. You agree to keep your Account ID and password, if any, confidential, and not share them with anyone else. You agree not to let anyone else use your Account or the Services in your name. You agree that you are ultimately responsible for any activities that take place via your Account or use of the Services using your identification, even if you were not aware of them.

3. Taxes

It is your responsibility to determine, collect, report, and submit any taxes applicable to the payments you make or receive in connection with the use of the Website and the Service to the appropriate tax authority. Noriapi is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

4. Identity Verification

To comply with AML/KYC recommendations, we require our clients to verify their identity by providing any one of scanned copies* of the following**:

1. Adhaar Card
2. Passport Copy

3. Driving License

*Copies should be in color and a good resolution. **

The above documents provided by the clients shall be kept on the server safely and the Company shall not disclose the same to any third party unless we are mandated to do so under the provisions of any applicable laws.

Noriapay may use your personal information:

1. To identify you.
2. To process transactions.
3. To send periodic emails with updates, promotions, company news, and notices regarding changes to policies.
4. Customize, measure, and improve Noriapay Service and the content and layout of our Website and applications.
5. To analyze use of the Website.
6. Prevent potentially prohibited or illegal activities.
7. To undertake a verification of your identity with third party electronic identification providers.

By opening an account to use the Service ("Account"), you expressly represent and warrant that:

1. You have accepted these Terms of Use.
2. You do have read and understood the information provided by the Website through its How-it-works and Resources section.
3. You are at least 18 years of age and have the full capacity to accept these Terms of Use and enter into a transaction involving Crypto.

5. Risks

1. You acknowledge and accept that there are inherent risks associated with Crypto and that such risks extend to Transactions.

2. These risks include but are not limited to the failure of hardware, software or internet connections, the risk of malicious software introduction and the risk of unauthorized access to Account (if any) or Your Wallet.
3. It is your responsibility to familiarize yourself with the risks involved with Crypto, their protocols and networks. Use of the Service does not remove these risks. Noriapay is not responsible for any communication failures, disruptions, errors, distortions or delays when using the Services, however they may be caused.
4. Transactions are contingent on the relevant Crypto network remaining operational which may be a function of Crypto miners, none of which are controlled by Noriapay and for which Noriapay has not liability. You acknowledge and agree that the value of Crypto can change rapidly and without warning, increase or decrease unexpectedly and may even fall to zero. Transactions will take time to be confirmed and may in some cases not be completed. If you attempt to send or receive Crypto that are not supported by Your Wallet or Integrated Platform they may be lost entirely and not be recoverable. In no event will Noriapay be liable to you or to any third party for any of the foregoing. If the Services post a dollar value in association with a given Crypto, such posting does not constitute a representation or guarantee as to the actual or projected value of such assets. Instead, it is third party Integrated Platform information published to Service for your general information only, and you should not rely on it for any financial decision.
5. It is your responsibility to independently ascertain the value of your Crypto, without relying on the Services. You understand and accept that there are also inherent risks associated with using any Crypto. Crypto is not Fiat money and it is not insured by the FDIC or any other insurer.
6. Most Crypto Transactions are irreversible and if you lose the private keys to Your Wallet, all your Crypto may be taken and may not be retrievable. These risks include but are not limited to

unanticipated changes to the network protocol and unknown vulnerabilities which may include or result in underlying technology attacks. Other possible changes that could render Your Wallet inaccessible may include forks or rollbacks of Crypto, networks, or blockchains. Noriapay has no control over any Crypto and will not be responsible for any loss you suffer when you transact via any Crypto.

7. Noriapay has no duty to monitor the Services for fraud or other suspicious activity. However, if Noriapay determines that any instance of the Service exposes you, Noriapay or any third party to any legal, financial, security or reputational risk, Noriapay reserves the right to suspend the Service in respect of the Transactions, persons or entities involved and Noriapay shall have no liability you or any third party for such action.
8. Cryptoasset value tends to fluctuate on a minute to minute basis, due to which there may be increase or decrease in the value of the Bitcoin. Cryptoasset are subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading in Bitcoin.
9. Cryptoasset is an as-yet autonomous and largely unregulated worldwide system of value transfer between individuals. It is not backed by any government or commodities and hence may be susceptible to risks not generally associated with government or central bank backed currencies.
10. There is also the risk of loss of confidence in Cryptoasset trading, which could collapse demand relative to supply. For example, confidence might collapse in Cryptoasset because of unexpected changes imposed by the software developers, the creation of superior competing alternatives, a deflationary or inflationary spiral, or due to governmental actions. Confidence might also collapse because of technical problems, for instance, if the anonymity of the system is compromised, or if any entity is able to prevent any transactions from settling.

11. You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading crypto assets.

6. Your Representations and Warranties

You represent and warrant to Noriipay that:

1. You shall not use the Service for any Prohibited Use or in support of any Prohibited User or for any Prohibited Crypto transaction
2. The execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject
3. You will not infringe or violate any of the Terms
4. If you use the Service on behalf of a business, corporate or charitable entity, you represent, warrant and agree: (i) that you are duly authorized under any applicable law to represent such entity in connection with these Terms and to commit it to be bound by these Terms; (ii) hereby make all representations and warranties herein on both your and its behalf; and (iii) personally guarantee performance by such entity hereunder;
5. You possess the knowledge and judgment necessary to decide whether to use the Service or otherwise engage with other use of the Service;
6. Your Wallet is owned and controlled exclusively by you; Noriipay does not provide or allow wallet to hold/store your crypto assets
7. You are solely responsible for complying with applicable laws regarding use of the Service and Integrated Platforms including, without limitation, the determination of whether a Transaction complies with laws applicable to you;
8. You shall not rely on Noriipay and fully understand that Noriipay does not provide any endorsement, support, financial advice, representation or guarantee regarding the accuracy, reliability, truthfulness, legality or completeness of any goods, services, information or content that may be available to you in connection with an Exchange or any other Integrated Platform;

9. You shall obtain independent professional advice (including financial, legal, accounting, commercial and any other advice) to protect your interests before engaging in any Transaction. You acknowledge that there is no professional relationship (including any attorney-client or advisor-advisee relationship) between you and Noriapay ;
10. You have read and agree to assume the risks identified above

7. Limited Right of Use

Unless otherwise specified, all Materials on this Website are the property of the Company and are protected by copyright, trademark, and other applicable laws. You may view, print, and/or download a copy of such Materials on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices. The trademarks, service marks, and logos of Noriapay and others used in this Website ("Trademarks") are the property of the Company and their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on this Website belong to Company. The Trademarks and Materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such Materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorized use may violate copyright, trademark, and other applicable laws and could result in criminal or civil legal actions and penalties.

8. Maintaining Your Account

The Website is for your personal and non-commercial use only. We are vigilant in maintaining the security of our Website and the Service. By registering with us, you agree to provide the Company with current, accurate, and complete information about yourself as prompted by the

registration process, and to keep such information updated. You further agree that you will not use any Account other than your own, or access the Account of any other Member at any time, or assist others in obtaining unauthorized access.

9. Privacy

We respect your privacy and are committed to protecting the information you share with Noriipay in connection with the Service. Our Data policy and practices and the type of information collected are described in Noriipay Privacy Policy.

You represent that all Data and other information that you provide to Noriipay and Integrated Platforms shall be true and accurate. Any false or fraudulent information or use of Service is prohibited. Without limitation, to the extent that you provide us or any Integrated Platform with any information that is false or misleading, you shall be responsible for any losses or claims arising therefrom.

10. Availability

The Service's availability and functionality depend on various factors, such as communication networks, software, hardware, Noriipay's service providers and contractors, and such Third Party Services carrying the Service. The Service shall not operate or be available at all times without disruption or interruption and is not immune from unauthorized access and errors.

11. Limitation of Liability

Noriipay does not warrant or make any representations regarding the use, the inability to use or operate, or the results of the use or operation of the service.

The service, including without limitation any content, data and information related thereto, are provided on an "as is" basis and "as

available” basis, without any warranties of any kind, express or implied, including warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose.

Noriapay and its affiliates, including any of their officers, directors, shareholders, employees, sub-contractors, agents, parent companies, subsidiaries and other affiliates (collectively, “Noriapay affiliates”), jointly and severally, disclaim and make no representations or warranties as to the usability, accuracy, quality, availability, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of any content, data, results, or other information obtained or generated by or communicated by Noriapay hereunder or by any third party.

Noriapay does not endorse any entity, product or service integrated or linked to the service or made available in connection with the service, including any exchange or other integrated platform.

Noriapay does not warrant that the operation of the service is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations. Noriapay may, at its sole discretion and without an obligation to do so, correct, modify, amend, enhance, improve and make any other changes to the service at any time or to discontinue displaying or providing any content or features without any notice to you.

To the maximum extent permitted by law, in no event shall Noriapay and/or any of the Noriapay affiliates be liable for any indirect, special, incidental or consequential damages of any kind, resulting from or arising out of the service, use or inability to use the service, failure of the service to perform as represented or expected, loss of goodwill or profits, the performance or failure of Noriapay to perform under these terms, and other act or omission of Noriapay pool by any other cause whatsoever, including without limitation damages arising from your conduct or that of any exchange, integrated platform or other third party.

No action may be brought by you for any breach of these terms more than three (3) months after the accrual of such cause of action. Under no circumstances shall the liability of noriapay under these terms exceed usd\$10.00 (ten united states dollars).

Users of this website are responsible for their actions in connection with the use of the Website, Service, and their Accounts.

Users are also responsible for protecting access information to the Website including, but not limited to, user names, passwords, and bank account details. Noriapay is not responsible for the outcome, whether positive or negative, of any action performed by any of its users within or related to the Website.

Some deposits and withdrawal methods require noriapay to use personal details of the user including, but not limited to, name, address, email, phone number, and bank account number, IFSC code, etc. and you agree that noriapay can use these information to facilitate deposits and withdrawals.

12. Amendments

Noriapay may change the Terms from time to time, at its sole discretion and without any notice, including the Privacy Policy. If you have an Account, such changes shall take effect 30 days following their being posted to the Service. However, whether or not you have an Account, in the event that the Terms are amended to comply with legal requirements, to enhance security, or they do not otherwise result in a reduction in Service features, such amendments shall take effect immediately and without any prior notice.

13. Termination

At any time, Noriapay may block your access to the Service or terminate these Terms, for any reason, at its sole discretion, in addition to any

other remedies that may be available to Noriapay under any applicable law.

Additionally, Noriapay may at any time, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Noriapay does not assume any responsibility nor liability with respect to, or in connection with the termination of the Service and/or loss of any data.

You may terminate these Terms at any time for any reason or for no reason.

No termination of these Terms shall reduce any of your liabilities which accrued prior to such termination.

14. Force Majeure

1. Noriapay services are offered only on the digital domain, which is subject to risks including offensive attacks. Noriapay shall not be liable for any Loss caused to the User's account or the monies or crypto assets accrued therein if the same arises due to any Force Majeure event, including commissions or omissions by third parties, forces of nature, offensive attacks on Noriapay servers or on the personal devices of the users, changes in applicable Law, or any Loss caused by conditions or events beyond the reasonable control of Noriapay.
2. The above limitation on liability includes any Force Majeure event set out hereunder including acts of god; fire, act of terrorists, act of civil or military authorities, civil disturbance, war, strike or other labour dispute, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond reasonable control of Noriapay; offensive attacks including virus attack, hacking, denial of service attack or theft of the personal devices of the User resulting in Loss to the account.

3. Noriapay shall not be liable for any Loss caused to User due to a data breach of confidential information of the User, including of the User account details or User password, including when such breach has occurred due to the User sharing such details with third parties or due to the User's failure to follow reasonable due diligence. Noriapay shall also not be liable or responsible for any disclosure by User of any User Account details, including on account of a phishing attack or other third-party disruption.
4. "Force Majeure" shall mean and include any cause arising from or attributable to acts, or events, beyond the reasonable control of Noriapay, including natural calamity, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, attacks including through computer viruses, hacking, denial of service attacks, ransomware or other manmade disruptions or any law, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law or of a Government or regulatory authority.

15. Contact

If you have any questions on this terms, please contact the team at support@noriapay.com