# VLINKPAY – Merchant Terms of Service (Payment Gateway Addendum)

Effective Date: September 01, 2025

## 1. Eligibility

Merchant must maintain an active Business Account with VlinkPay. Merchant must comply with all applicable AML/KYC/KYB requirements.

## 2. Payment Processing

Supported Crypto Assets: BTC, ETH, USDT, USDC, VMM, and any other assets approved by VlinkPay.

Transactions may be auto-converted to USDV (Credit Point) or settled in crypto assets, depending on Merchant settings.

VlinkPay provides Merchant dashboard/POS for transaction tracking.

### 3. Fees & Settlement

- Transaction Fee: All transactions processed through VlinkPay are subject to a standard 1.5% transaction fee (subject to change by VlinkPay with prior notice).
- Direct Crypto Settlement: If the Merchant chooses to receive settlement 1:1 in the same crypto asset (e.g., BTC  $\rightarrow$  BTC, ETH  $\rightarrow$  ETH, USDT  $\rightarrow$  USDT), no conversion or volatility adjustment fee will apply. Only the standard 1.5% transaction fee applies.
- Conversion to USDV or USD: If the Merchant chooses to auto-convert crypto assets into USDV (Credit Point) or USD via bank withdrawal, VlinkPay may apply an additional Volatility Adjustment Fee of up to 3% in addition to the standard 1.5% transaction fee. This fee covers risks related to market volatility, slippage, and liquidity shortages. The applied fee will always be transparently displayed in the Merchant's transaction statement.
- Network Fees: Any blockchain network (gas) fee will be deducted directly and shown in the transaction receipt.
- Settlement Timeframe:
- USDV: instant credit.
- Bank withdrawals (USD): T+1 standard, same-day available with additional bank fee.
- Merchant is responsible for any external bank charges incurred.

#### 4. Taxes

Merchant is solely responsible for determining, collecting, reporting, and remitting all taxes arising from the use of VlinkPay services, including but not limited to income tax, VAT, and

sales tax.

VlinkPay may issue IRS Form 1099-K, 1099-DA, or equivalent forms where required by law. For non-US merchants, VlinkPay provides transaction statements but does not withhold or remit taxes on behalf of merchants.

## 5. Merchant Responsibilities

Merchant must not use the VlinkPay Gateway for prohibited goods or services (including but not limited to gambling, fraud, or illegal marketplaces).

Merchant must keep login credentials and API keys secure.

Merchant is solely responsible for handling refunds, returns, or disputes with Customers.

VlinkPay does not provide traditional chargeback mechanisms as used in credit card systems.

# 6. VlinkPay Responsibilities

Maintain system uptime of at least 99.9%.

Provide transparent reporting and Merchant dashboard.

Execute payouts in a timely manner.

VlinkPay reserves the right to suspend or freeze transactions in cases of suspected AML/KYC/KYB risk.

### 7. Risks & Disclaimer

Merchant understands and accepts the volatility of crypto assets if choosing to hold them. VlinkPay acts solely as a payment processor and is not liable for the quality, safety, or legality of products or services sold by Merchant.

In any case, VlinkPay's maximum liability towards Merchant shall not exceed the total fees paid by Merchant to VlinkPay in the last three (3) months.

#### 8. Termination

Merchant may disable the Payment Gateway at any time.

VlinkPay reserves the right to suspend or terminate the Payment Gateway service if Merchant violates these Terms, engages in fraud, money laundering, or illegal activity, or if chargeback/dispute ratios are abnormally high.

VlinkPay may hold Merchant balances during investigation or legal proceedings.

# 9. Data & Privacy

VlinkPay collects and processes transaction data for the purposes of AML compliance, tax reporting, and system operation.

Merchant agrees to VlinkPay's use of such data in accordance with VlinkPay's Privacy Policy.

# **10. Governing Law**

These Terms are governed by the laws of the United States. Any disputes shall be resolved by arbitration in the United States.

## 11. Refunds, Returns & Chargeback

All refund, return, or cancellation requests from Customers shall be handled directly by the Merchant under its own sales policies.

VlinkPay does not provide chargeback mechanisms similar to credit card networks. Once a blockchain transaction is confirmed, it cannot be reversed.

VlinkPay may assist the Merchant by providing transaction details, blockchain hash, and technical reports, but will not issue refunds on behalf of the Merchant.

Merchant must publish its own refund/return policy clearly to Customers.