



These Terms of Service and any terms expressly incorporated herein (the “**Terms**”) govern access to and use of all parts of the website and mobile application branded as Ferrari Pay and referring to the domain <https://www.ferrari-pay.com> (the “**Website**”, “**App**”) and all documents, data, materials or other information made available on the Website.

Your access to and use of the Website and/or App is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, Clients and others who access or use the Website and/or App. These Terms contain the entirety of the applicable; any conflicting or departing terms shall not be applicable, unless We expressly confirm the applicability.

By clicking the “Sign up” button or by accessing or using the Website and/ or App, you acknowledge and agree to be legally bound by these Terms and Privacy Policy as published on the Website and/ or App at the time of each use. If you do not agree to the Terms and Privacy Policy, please refrain from using the Website and/or App.

These Terms may be made available in several languages; all versions are legally binding, but in the event of inconsistency between the English version and a translated version, the English version prevails.

We cannot guarantee that Our Services will always meet your demands. As We grow, We will likely add new services, change certain features and drop old features. However, We truly hope You will always be satisfied with Us and Services We provide to You.

Last updated: November 24th, 2022.

CONTENT

Please click the links below if You wish to go directly to a particular section of these Terms. The headings are for reference only and do not affect construction and interpretation.

1.	DEFINITIONS	1
2.	GENERAL PROVISIONS	2
3.	REGISTRATION FOR A FERRARI PAY ACCOUNT	4
4.	SERVICES ACCESS	4
5.	CLIENT OBLIGATIONS	5
6.	LINKS TO OTHER WEBSITES	5
7.	DISCLAIMER	5
8.	RISK DISCLOSURE	6
9.	LIABILITY	6
10.	INDEMNIFICATION	6
11.	CANCELING YOUR ACCOUNT	6
12.	ACCOUNT SUSPENSION AND CLOSURE	7
13.	GENERAL PROVISIONS & APPLICABLE LAW	7
14.	CONTACT US	8
15.	MODIFICATIONS	8
16.	PRIVACY POLICY	9

1. DEFINITIONS

Capitalized terms not otherwise defined in these Terms will have the following meaning:

<i>“Account”</i>	an account on the Platform opened and held in the name of a Client and maintained by Ferrari Pay.
<i>“Client”, “You”</i>	all the natural or legal persons who have registered on Ferrari Pay Platform.
<i>“Ferrari Pay’s Terms of Services”, “Terms”</i>	Ferrari Pay’s Terms of Services for the Clients available on the Website and/ or App and as may be amended from time to time.
<i>“Ferrari Pay”, “We”, “Us” or “Our”</i>	is a FinTech organization, developed by the FERRARI-PAY SOFTWARE SOLUTION LTD company, which is based in United Kingdom – 3rd Floor 86-90 Paul Street, London, United Kingdom, EC2A 4NE, with a registration No: 12900444.
<i>“Collaboration Partner”</i>	provides different types of Services to Ferrari Pay end Clients. Through the confirmation of the present Terms, the Client agrees to the Terms of Use and Privacy Policies of each Collaboration Partner, without prejudice that any of these may require additional consent or validation necessary for the part of the Service they are in charge. Collaboration Partners may restrict their services to Clients who do not comply with Collaboration Partner’s risk appetite. All services regulated as e - money and/or payments services are exclusively provided by the Collaboration Provider (and never by Ferrari Pay). Please find Our Collaboration Partner list below in this document.
<i>“Funds”</i>	in account for both crypto and fiat currencies which hold inter-changeable value and are operated within Our system. These funds can be digitally deposited, withdrawn, transferred, and stored.
<i>“GDPR”</i>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance), OJ L 119, 4.5.2016. If your country of residence is based within the European Economic Area (“EEA”) and the GDPR applies to Our processing of your personal data (within the meaning of GDPR), your representative within the EEA for the purposes of the GDPR FERRARI-PAY SOFTWARE SOLUTION LTD. If your Country of Residence is outside of the EEA, provisions related to the GDPR shall not apply to your use of the Services.
<i>“Platform”</i>	a publicly accessible internet-based information system which is branded as ‘Ferrari Pay’, available via the Website and/ or App and operated or managed by FERRARI-PAY SOFTWARE SOLUTION LTD.
<i>“Services”</i>	connecting the Clients to technological tools through the use of the Platform by Ferrari Pay providing the Collaboration Partner services which enable (i) e-banking, (ii) exchange, (iii) crypto-wallets, (iv) payment cards (both virtual and physical), (v) token staking and (vi) Marketplace in a single Platform.
<i>“Wallet”</i>	a storage which is used to store, send, and receive cryptocurrencies digitally and securely. Ferrari Pay has a multi-currency wallet allowing Our Clients to receive different types of cryptocurrencies supported by the Ferrari Pay. The Wallet holds one or more public addresses that act as cryptocurrency account numbers and can be



used to receive that particular asset. Blockchain is a linear chain of multiple linked blocks which are cryptographically secured. Each block contains, among other things, a list of recent transactions and a reference to the block which came immediately before it.

“Website”

the website branded as Ferrari Pay and referring to the domain: <https://www.ferrari-pay.com/>.

2. GENERAL PROVISIONS

- 2.1. The use of the Website App and its content is voluntary and falls under the responsibility of the Client.
- 2.2. The Services are intended solely for users who are at least 18 years old or of legal age in their respective country, if higher, and who satisfy the criteria described in these Terms. The Client must represent and warrant that he/she: (i) as an individual, legal person, or other organization, have full legal capacity and sufficient authorizations to enter into these Terms; (ii) have not been previously suspended or removed from using Our Services; (iii) is not located in, or a citizen or resident of the United States; (iv) is not a legal or natural person with US citizenship, domicile or tax liability in the USA or according to the sanction lists of OFAC, the United Nations, the European Union, the United Kingdom, Austria, Switzerland, Liechtenstein or other sanction lists and (v) is not a Politically Exposed Person (PEP).
- 2.3. Some Services may not be available in certain jurisdictions or regions or to certain users. We reserve the right to change, modify or impose additional restrictions at Our discretion at any time.
- 2.4. As long as You agree to and comply with these Terms, We guarantee You the personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Platform and the Services.
- 2.5. You are the only person authorized to use your Account and the Services and You may not share your Account credentials with any other person.
- 2.6. Withdrawal of funds from the Ferrari Pay Platform is permissible only to Your personal bank account and/or personal crypto wallet. The Platform does not allow any outgoing transactions to third parties.
- 2.7. Ferrari Pay Platform does not accept deposits (*incoming transactions*) from any third parties. Joint accounts are an exception in this case.

3. REGISTRATION FOR A FERRARI PAY ACCOUNT

- 3.1. All users must apply for a Ferrari Pay Account before using Ferrari Pay Services.
- 3.2. When You register a Ferrari Pay Account, You must provide your real name, birthdate, country, mobile number, email address and password, and accept these Terms, the Privacy Policy, and other Platform rules. Please use the letters of the Latin alphabet in the sections where We ask you to fill in the requested information.
- 3.3. From time to time We may be required to request further information regarding your transactions in order to comply with applicable law and regulation. Failure to provide such information in a timely fashion may result in the suspension of your ability to use the Services (until you provide such information) or the closure of your Account.
- 3.4. You represent and warrant that any and all information provided to Us pursuant to the registration process or otherwise is true, accurate and not misleading in any respect. If any such information changes, it is your obligation to timely update such information as soon as possible to maintain the integrity and accuracy of the information.
- 3.5. If there are any grounds for believing that any of the information You provided is incorrect, false, outdated or incomplete, Ferrari Pay reserves the right to send You a notice to demand correction, directly delete the



relevant information, and, as the case may be, terminate all or part of Ferrari Pay Services provided to You. If We are unable to reach You with the contact information You provided, You shall be fully liable for any loss or expense caused to Ferrari Pay during your use of Ferrari Pay Services.

- 3.6. You also acknowledge and agree that your personal information may be disclosed to credit bureaus and agencies for fraud prevention or financial crime prevention, which may respond to Our investigations in full.
- 3.7. For Our compliance purposes and in order to provide the Services to You, You hereby authorize Us to, directly or through a Collaboration Partner, obtain, verify, and record information and documentation that helps Us to verify your identity and personal Account information.
- 3.8. You must also keep your login data secret and take all responsible precautions to protect the login data from unauthorized access. We reserve the right to change your login data or close your account, if We discover that your account has been used by an unauthorized party.

4. SERVICES ACCESS

- 4.1. Access to the Services is granted through Our Website or Our App. Your use of the App remains at all times subject to the terms of conditions and privacy policies of the relevant app store from which You downloaded it, for example the Google Play or the Apple App Store. To the extent that there is a conflict between those terms and conditions and these Terms and Conditions, these Terms prevail.
- 4.2. Certain Services or parts of the Platform may be accessible only by agreeing to the terms of use and privacy policies of Our Collaboration Partner's. We strongly advise You to read the terms and conditions and privacy policies before applying for the Services. Please find Our Collaboration Partner list below in this document.
- 4.3. We reserve the right to change, suspend, or discontinue any aspect of the Services at any time and in any jurisdiction, including hours of operation or availability of any feature, without liability. This will make changes to these Terms necessary.
- 4.4. We may decline to process any order and may limit or suspend your use of one or more Services at any time, in our sole discretion. Suspension of your use of any of the Services will not affect your rights and obligations pursuant to these Terms. We may, in Our sole discretion, decline to process orders if (i) We believe the transaction is suspicious; (ii) the transaction may involve fraud or misconduct; (iii) it violates applicable laws; or (vi) it violates the terms of these Terms. Where permitted by law, We will notify you by the end of the business day if We have suspended processing your orders and, if possible, provide Our reasons for doing so and anything You can do to correct any errors leading to the stoppage.
- 4.5. You must not access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same) any part of the Services or its security measures, any servers, other equipment or networks connected to the Services or on which it is stored or any software used in the provision of the Services, including in each case by transmitting any worms, computer viruses, malware, logic bombs, Trojan horses, spyware, harmful components or any other software, code or data of a corrupt, destructive, malicious or disruptive nature (the "**Viruses**"). You also agree to take steps to ensure that the hardware and software that you employ to access the Services does not introduce any form of computer Viruses or similar item into the Service and agree to indemnify Us for any loss that it may suffer as a result of such introduction.
- 4.6. You agree to pay Ferrari Pay the fees specified in the Ferrari Pay Service Fees schedule. Ferrari Pay may, in its discretion, update the fees at any time. Any updated fees will apply to any sales or other transactions that occur following the effective date of the updated fees. You authorize Ferrari Pay to deduct from your account any applicable fees that you owe under these Terms.

5. CLIENT OBLIGATIONS

- 5.1. When using the Website, You must comply with the applicable laws. You must not:
- 5.1.1. attack Our network security, in particular by uploading or attaching files that are infected with viruses or other harmful components capable of impairing the operation of another user's device;
 - 5.1.2. impair or in any way attempt to impair other users' access to or use of the Website or the Services (e.g., by generating, whether manually or by automated means, an unusually high number of accesses);
 - 5.1.3. harvest or otherwise collect information about users, including email addresses, without their consent;
 - 5.1.4. post false, inaccurate, misleading, defamatory, unlawful, harassing, libelous, privacy-invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable content on Our Website or through/on Our Services or commercialize any Our services, application, or any information or software associated with them;
 - 5.1.5. use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any content of the Website not owned by you in a way that violates someone else's (including Ours) rights;
 - 5.1.6. commercialize any Our Services, application, or any information or software associated with them.
- 5.2. We reserve the right to settle any damages caused due to the breach of these Terms from the funds stored in Your account.

6. LINKS TO OTHER WEBSITES

- 6.1. The Platform may contain links to third-party (including, but not limited to, Collaboration Partner) websites or services that are not owned or controlled by Us. These links are provided solely as a convenience to you.
- 6.2. We have no control over, and We assume no responsibility for, the information, content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such information, content, goods or services available on or through any such websites or services.
- 6.3. We do not assume any liability for the content of any referenced or linked off-site page and are not liable for that content. The risk of injury rests entirely with You. Links from the Platform to other websites do not constitute an endorsement, a recommendation or an approval from Us. It is your responsibility to evaluate the content and usefulness of information obtained from other websites.

7. DISCLAIMER

- 7.1. There is a risk that We may be temporarily or permanently not able to provide access to the Platform and thus also to the Services. The Platform is provided "as is" and "as available". We and our Collaboration Partner's, expressly disclaim all representations or warranties of any kind, whether express, implied, statutory or otherwise about the Platform and Services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- 7.2. Ferrari Pay do not warrant that (i) the Platform will function uninterrupted, secure or available at any particular time or location, or will be error-free or free of harmful components; (ii) any errors or defects will be corrected; (iii) the Platform is free of viruses or other harmful components; (iv) any content and data, including your data, will be secure or not otherwise lost or damaged; (v) the results that may be



obtained from the use of the Services will be accurate or reliable; or (vi) the results of using the Platform will meet your requirements or expectations.

8. RISK DISCLOSURE

- 8.1. By accessing or using any Ferrari Pay Services You are voluntarily choosing to engage in sophisticated and risky asset transactions. You are further acknowledging that You are aware of the many risks associated with the use of these Services and with engaging in transactions in cryptocurrencies, including, but not limited to, risks of financial loss, technology glitches (including, but not limited to, problems with the blockchain technology), and hacking. We work hard to provide state-of-the-art systems and security. Nonetheless, certain issues and risks are unavoidable, and if such issues or problems arise in connection with your use of Ferrari Pay Platform, including technical difficulties with depositing or trading cryptocurrencies, it may take days, weeks, or months to resolve, and some issues may not be resolved at all. By agreeing to these Terms, You acknowledge that Ferrari Pay is not responsible for the aforementioned risks, and You voluntarily assume and accept such risks in deciding to engage in cryptocurrency transactions on Our Platform.

9. LIABILITY

- 9.1. In no event shall Ferrari Pay, its Board Members, Employees, Collaboration Partner's or entities of the Ferrari Pay's group, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Platform; (ii) any conduct, content of any third party on the Platform; (iii) any content obtained from the Platform; and (iv) unauthorized access, use or alteration of your transmissions, content, whether based on warranty, contract, tort (including negligence) or (v) any other legal theory, whether or not We have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- 9.2. We endeavor to ensure but cannot guarantee essentially uninterrupted availability of the Platform and the Services and error-free transmissions. Access to the Platform or the Services may also be suspended or restricted from time to time to allow for repairs and maintenance or the introduction of new services or tools.
- 9.3. We are not liable for any damages or impairments which are the result of an improper or incorrect use of Our service by You.

10. INDEMNIFICATION

- 10.1. You agree to fully compensate Us for any and all claims, civil responsibilities, damages, expenses and costs (including the costs of Our necessary legal defense, e.g., court and lawyer fees), as well as You allow Us to make any deduction from your Account, caused by or arising from your use of the Services, your violation of these Terms or your infringement, or infringement by any other person of your account (including, but not limited to, exploitation of the Platform's software error/glitch).

11. CANCELING YOUR ACCOUNT

- 11.1. You may cancel your Account at any time. If you do not use your Account for an extended period and remain inactive, We reserve the right to cancel your Account and Account information stored in the Services may be made unavailable. To cancel your account you should send an email to support@ferrari-pay.com from your primary email address or click on the account closure button from your profile and make sure all your funds have been withdrawn to the account that only belongs to You.
- 11.2. In case there is crypto currency balance that is too small to be withdrawn (crypto dust) You hereby waive the ownership or any current or future claims to Your remaining account balance and agree that this amount becomes the crypto dust.

12. ACCOUNT SUSPENSION AND CLOSURE

- 12.1. We may, in Our sole and absolute discretion, without liability to You or any third party, refuse to let You open an Account, suspend your Account, consolidate Accounts if You have more than one or terminate your Account or your use of one or more of the Services. Such actions may be taken as a result of one or more of a number of factors, including without limitation account inactivity, failure to respond to customer support requests, failure to provide positive identification, a court order, illegal/fraudulent activities or your violation of the Terms. We may also temporarily suspend access to your Account in the event that a technical problem causes a system outage or Account errors until the problem is resolved. We are entitled to take all and any of the aforementioned actions in regards to your Account for compliance reasons without the need for providing You with more detailed explanation thereof than just “for compliance reasons” in order to prevent the tipping-off risk.
- 12.2. We will determine, in Our sole discretion, whether there has been a breach of these Terms through your use of the Services. When such a breach has occurred, We may take such action as We deem appropriate, including all or any of the following actions:
 - 12.2.1. immediate, temporary or permanent withdrawal of your right to use the Platform and Services;
 - 12.2.2. issue of a warning to You;
 - 12.2.3. legal proceedings against You for reimbursement of all costs resulting from the breach;
 - 12.2.4. further legal action against You; and/or
 - 12.2.5. disclosure of such information to law enforcement authorities as We reasonably feel is necessary.
- 12.3. The responses described above are not limited and We may take any other action We reasonably deem appropriate.
- 12.4. We reserve the right to restrict or refuse to permit withdrawals from your Account if (i) your Account has otherwise been suspended or closed by Us in accordance with these Terms; (ii) to do so would be prohibited by law or a court order or We have determined that the assets were obtained fraudulently; or (iii) You have not undergone the required identity verification procedure such that your identity has been verified, as indicated by your Account.
- 12.5. Fees paid for upgrade of tier levels or any other fees paid when using our Services are not refundable nor will be returned to you if your Account is closed or suspended whether on your initiative or for any other reason by us.
- 12.6. You acknowledge and agree that closure of your Account may incur additional charges.
- 12.7. In the event that You or We terminate your access to the Services, or deactivate or cancel your Account, You remain liable for all activity conducted with or in connection with your Account while it was open and for all amounts due.
- 12.8. We reserve the right to maintain your account registration and trading information, after You close your Account, for business and regulatory compliance purposes, for a period no less than 5 years, subject to applicable laws and regulations.

13. GENERAL PROVISIONS & APPLICABLE LAW

- 13.1. You may not assign, sub-license or otherwise transfer any of your rights and/or obligations under these Terms to any third party. You acknowledge that We may assign, sub-license or otherwise transfer any of your rights and/or obligations under these Terms to any third party at any time.
- 13.2. We will have no liability to You for any failure or delay in performing any of Our obligations under these Terms to the extent that such failure or delay is caused or contributed to by You or by an event or circumstance beyond Our reasonable control.
- 13.3. These Terms (together with the Client registration form in the Website and/or App and Our Privacy Policy) contain the entire agreement and understanding of the Parties relating to the subject matter of the agreement between us and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the same.
- 13.4. If any provision of these Terms is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of these Terms, which will remain in full force and effect. You agree to mutually replace the respective provision by a new legal, valid and enforceable provision which comes closely to the intent and economic effect of the invalid provision. This also applies in case of contractual gaps.
- 13.5. Failure by either You or Us to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.
- 13.6. These Terms are governed by and shall be construed in accordance with the laws of United Kingdom.
- 13.7. Any dispute arising in reward to Our Services shall be governed by the laws of the Republic of Estonia and the United Kingdom. We are, additionally, entitled to file suit at Your place of general jurisdiction.

14. CONTACT US

- 14.1. Any Client who is dissatisfied with Our Services, has found a deficiency, or identified dishonesty, should contact Our customer services team via Our email support@ferrari-pay.com or ticketing service available from your Account.
- 14.2. The Customer Support service is available from Monday to Saturday 4am - 11pm (GMT) and Sunday 6am - 11pm (GMT) for any questions You may have.
- 14.3. We will do Our best to resolve your request as soon as possible, but this may not always be possible.
- 14.4. We will keep You updated on the progress of handling your complaint and reply to your reasonable information requests made in this regard by You without any undue delay.

15. MODIFICATIONS

- 15.1. We reserve the right, at Our sole discretion to modify, restrict, refuse, move, remove, disable or discontinue, entirely or in part, at any time and without prior notice, these Terms, the Services and content, including Client content, on the Platform. In all such cases, We will take account of the Clients' interests.
- 15.2. We will inform Our Clients on all material amendments to these Terms by publishing the updated version of these Terms on the Platform.
- 15.3. You consent to these Terms anew each time You use the Platform and are bound by them as currently published on the Website at the time of each use.

16. PRIVACY POLICY

16.1. We care about your data protection, its security and confidentiality. Please see Our [Privacy Policy](#) to find information on how We will process your personal data when You visit or use Our Website or contact Us.

Collaboration Partner list:

Services:	Name of Service provider:	Links to Terms and Conditions:
Exchange & E-wallet	Fripro OÜ	Virtual currency exchange and wallet services are provided by Fripro OÜ, registered under the laws of Estonian Republic with registry code 14370373, which based in Parda street 10-12, Tallinn and who holds the virtual currency service provider license no FVT000251 issued by the Estonian Financial Intelligence Unit. The platform's functionality is provided by Cratech LTD. Fripro OU Euro-Wallet is provided by Clear Junction (https://clearjunction.com/policies/terms-conditions/) and crypto-wallet by BitGo (https://www.bitgo.com/legal/terms-of-use).
Cryptocurrency exchange	Kraken	https://www.kraken.com/en-us/legal/
AML Compliance for cryptocurrencies	Chainalysis	https://www.chainalysis.com/privacy-policy/
Banking solutions	Clear Junction	https://clearjunction.com/policies/terms-conditions/
Banking solutions	Contis	https://www.contis.com/terms-conditions/
Risk and Compliance Service	Dow Jones	https://www.dowjones.com/code-conduct/
AML/KYC Compliance & Identity Verification	Sum&Substance CDDS Luxembourg	https://sumsub.com/terms-of-use/ https://www.cdds.lu/wp-content/themes/cdds/images/pdfCookies.pdf
Digital Asset Custody	Fireblocks	https://www.fireblocks.com/platforms/governance-%E2%80%A8policy-engine/
Transaction monitoring	Huntli	https://huntli.io/#ourTeam

* * *