

Terms of Use

1. Introduction

Welcome to the Paycific Limited website! Please read these Terms of Use carefully before using the Website.

These Terms of Use (hereinafter - “**Terms**”) apply to your access to and use of the website available at <https://paycific.io/> (hereinafter - “**Website**”). The Website is operated by the Paycific Limited LLC, a company with its registered address at 1001 S Main Street, STE 500, Kalispell, MT 59901, USA, State Registered number: C1630247 (hereinafter - “**Company**”, “**We**”, “**Our**” or “**Us**”). References in these Terms to “**You**”, “**Your**” and “**User**” mean any person accessing the Website.

By accessing or using the Website, You acknowledge that You have read and understood these Terms and agree that they apply to Your use of the Website.

These Terms shall remain in force until terminated either by You or the Company. **If You do not agree with these Terms, or if You are unable or unwilling to comply with any of the provisions herein, You must not use the Website.**

2. Access to the Services

The Website is intended solely for general informational purpose and does not provide access to the services.

The Company’s over-the-counter services (hereinafter - “**OTC Services**”) are not made available through the Website and are accessible, if at all, exclusively through a separate Telegram-based Bot (hereinafter - “**Bot**” or “**OTC Bot**”), which operates independently from the Website. The Company provides its OTC Services exclusively through a dedicated Bot. Access to and use of the Bot are subject to separate terms and policies presented in the Bot.

Nothing on the Website constitutes or should be construed as:

- an offer, solicitation, invitation, or recommendation to use any services;
- an inducement to enter into any transaction or business relationship; or
- marketing or promotion of services in any jurisdiction.

To use the Bot, the User must have a valid Telegram account. The User can initiate the Bot by searching for the Bot username _____ in Telegram. Any decision by a user to locate, access, or interact with the Bot is made independently and on the user’s own initiative, without any solicitation, encouragement, or targeting by the Company.

Before accessing the services, the User must review and accept the terms and policies presented in the bot. Access to core Bot functions is restricted until the User has accepted these documents.

The Company does not direct, market, advertise, promote, or otherwise make its services available to persons located in the European Union (hereinafter - “**EU**”) or the European Economic Area (hereinafter - “**EEA**”). The Company does not seek to engage clients in these jurisdictions.

Any access to or use of the OTC Services by a person located in the EU/EEA may occur solely where such person has independently and exclusively initiated contact with the Company on their own initiative (so-called “reverse solicitation”), and where the Company determines, in its sole discretion, that providing such services is lawful and appropriate under applicable laws and regulations.

The Website and any information contained therein are not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to applicable law or regulatory requirements.

The Website and the Services are not directed to, and may not be used by, any person who is a resident of, located in, or otherwise subject to the jurisdiction of the United States (hereinafter - “**U.S. Person**”). The Company does not offer or provide services to U.S. Persons.

3. The Website Use

Our Website serves as a comprehensive hub for information.

No reliance should be placed on the information presented on this Website for making investment, financial, legal, or other decisions. Users are solely responsible for their actions and should seek independent professional advice where appropriate.

The Company makes no representations or warranties, express or implied, regarding the accuracy, completeness, or suitability of the information contained on the Website.

4. Third-Party Content and Tools

The Website may incorporate, connect to, or make available certain third-party tools, content, software, infrastructure, or functionalities.

The Company does not own, control, endorse, or assume responsibility for any third-party content, materials, software, tools, links, infrastructure, or functionalities made available through or in connection with the Website. The Company shall not be liable for the availability, accuracy, legality, security, functionality, performance, or content of any such third-party resources.

5. Intellectual Property Rights

All content, materials, software, interfaces, and technology made available through the Website are owned by the Company or licensed to the Company and are protected by applicable intellectual property and other proprietary rights laws.

Subject to these Terms, the Company grants You a limited, non-exclusive, revocable, non-transferable, and non-sublicensable right to access and use the

Website solely for Your own lawful internal, personal, or business purposes.

Unless expressly stated otherwise, the Company owns all rights, title, and interest in the Website, including:

- all text, content, layouts, designs, graphics, and visual elements;
- software, code, tools, functionalities, workflows, and interfaces;
- documentation, explanatory materials, guides, and other materials made available to Users;
- trademarks, logos, trade names, service marks, and branding elements; and
- databases, data compilations, data structures, backend systems, and related technology.

No ownership right in any of the foregoing is transferred to you by reason of Your access to or use the Website.

You shall not:

- copy, reproduce, distribute, publish, modify, adapt, translate, or create derivative works from any part of the Website;
- use the Website for any unlawful purpose or for any purpose not expressly permitted by these Terms;
- use automated means, including bots, scripts, crawlers, scrapers, or similar tools, to access, extract, collect, monitor, or interact with the Website;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, underlying ideas, algorithms, or structure from any software or system made available by the Company, except to the extent such restriction is prohibited by applicable law;
- remove, alter, or obscure any copyright, trademark, or other proprietary notice;
- interfere with, disrupt, damage, overload, disable, or otherwise adversely affect the Website, or any systems or networks used in connection with it;
- probe, scan, or test the vulnerability of any system or network connected with the Website;
- use any content, data, or functionality of the Website for competitive analysis, benchmarking, or the development of a competing product or service.

Any use of the Website outside the scope of this licence is unauthorised and may result in immediate suspension or termination of Your access.

The Company's name, logos, marks, trade names, branding, and any other identifiers used in connection with the Website are the property of the Company or its licensors. You may not use any such marks without the Company's prior written consent.

6. Privacy and Data Handling

Your use of the Website is subject to the Company's Privacy Policy, which describes how the Company collects, uses, stores, discloses, and protects personal information.

7. Disclaimers and Limitation of Liability

The Company does not provide investment, legal, tax, accounting, financial, or other professional advice through the Website, and nothing on the Website shall be treated as advice, a recommendation, or an offer to enter into any order or transaction.

Any decision to access or use the Bot or to enter into any order or transaction is made at the User's own discretion and on the basis of the User's own independent assessment.

To the maximum extent permitted by applicable law, the Website is provided on an "as is" and "as available" basis, without any representation or warranty, express or implied, except as expressly stated in these Terms. The Company does not warrant that the Website will be uninterrupted, error-free, secure, continuously available, or suitable for any particular purpose.

To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary loss or damage arising out of or in connection with access to or use of the Website.

Nothing in these Terms shall exclude or limit any liability that cannot be excluded or limited under applicable law.

8. Changes to These Terms

The Company may amend, supplement, or replace these Terms from time to time for legal, regulatory, operational, security, commercial, or other business reasons.

Any updated version of these Terms may be made available on the Website, by email, or through another electronic communication channel used by the Company. Unless otherwise required by applicable law, the updated Terms shall become effective on the date specified by the Company.

Where a change is material, the Company may provide notice in advance through the Website, by email, or by another electronic means reasonably designed to bring the update to the User's attention. However, changes required to address regulatory requirements, fraud-prevention, security concerns, technical changes, or urgent operational issues may take effect immediately or on shorter notice.

By continuing to access or use the Website after the effective date of the updated Terms, the User shall be deemed to have accepted the amended Terms. If the User does not agree to the amended Terms, the User must cease using the Website.

9. Indemnification

You shall indemnify, defend, and hold harmless the Company, its affiliates, directors, and employees from and against any losses, liabilities, damages, claims, actions, proceedings, judgments, settlements, penalties, fines, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- Your unlawful use of the Website;
- Your breach of these Terms;
- any information or material submitted by You through the Website that is false, misleading, or incomplete;
- Your violation of applicable law or third-party rights.

The indemnity in this Section shall apply except to the extent that the relevant loss has been finally determined by a court or tribunal of competent jurisdiction to have resulted directly from the Company's wilful misconduct, fraud, or gross negligence, where such limitation is permitted by applicable law.

10. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of Montana and, to the extent applicable, the federal laws of the United States, without regard to conflict of laws principles. Where applicable, the Federal Arbitration Act (hereinafter - "FAA") shall govern the interpretation, enforcement, and proceedings under this Section.

If any dispute, claim, or controversy arises out of or relates to these Terms or the Website, the party raising the dispute shall first provide written notice to the other party describing the nature of the dispute and the relief sought. The parties shall use reasonable efforts to resolve the matter in good faith on an informal basis within 60 calendar days after receipt of such notice. If the dispute is not resolved within that period, it shall be resolved by final and binding arbitration on an individual basis, except to the extent otherwise required by applicable law or expressly provided otherwise in these Terms.

Nothing in this Section shall prevent either party from bringing a claim in small claims court, if and to the extent such claim qualifies and remains in that forum, or from seeking interim, injunctive, conservatory, or equitable relief from a court of competent jurisdiction where reasonably necessary to protect that party's rights.

If arbitration does not apply because the User because the dispute falls within a recognised exception, or because the arbitration provision is held unenforceable, the parties agree to the exclusive jurisdiction of the state and federal courts located in Montana, United States, and waive any objection to jurisdiction or venue in such courts to the extent permitted by applicable law.

11. Miscellaneous

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by applicable law.

No failure or delay by the Company in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy.

Any provision of these Terms which by its nature is intended to survive termination, suspension, restriction, or expiry shall survive, including provisions

relating to compliance, liability, indemnification, dispute resolution, and governing law.

The User agrees that electronic records, communications, and confirmations may be used as evidence in relation to the relationship between the User and the Company, subject to applicable law.

The Website is for informational purposes only and does not constitute an offer, solicitation, recommendation, or invitation to use any regulated service in any jurisdiction where such offer or solicitation would be unlawful.

12. Contacts

Questions, notices, requests, and other communications relating to the Website, these Terms, or the relationship between the User and the Company may be directed to the Company through the following contact details:

Company name: Paycific Limited LLC.

Registered address: 1001 S Main Street, STE 500, Kalispell, MT 59901, USA.

Website: <https://paycific.io/>

Email: support@paycific.io

The Company may update its contact details from time to time through the Website or by other electronic communication.